



City of Lake Geneva, 626 Geneva St, Lake Geneva, WI 53147- 262.248.3673- www.cityoflakegeneva.com

CITY OF LAKE GENEVA REGULAR COMMON COUNCIL
MONDAY, AUGUST 9, 2021 6:00 P.M.
LAKE GENEVA CITY HALL; COUNCIL CHAMBERS (MAIN LEVEL)

Members:

Mayor Charlene Klein, Council President, Rich Hedlund, Council Vice President, John Halverson,
Alderspersons: Tim Dunn, Mary Jo Fesenmaier, Cindy Flower, Ken Howell, Shari Straube, and Joan Yunker

CITY HALL WILL BE OPEN TO THE PUBLIC DURING ALL MEETINGS. THE CITY OF LAKE GENEVA IS HOLDING ALL MEETINGS VIRTUALLY AS WELL AS IN PERSON. IF YOU WISH TO LISTEN OR WATCH THE MEETING YOU MAY DO SO BY USING THE FOLLOWING:

1. Links to the City of Lake Geneva's live video stream can be found at www.cityoflakegeneva.com/video
2. Television: Watch live broadcast of the meeting on Spectrum Cable Channel 25
3. Listen to audio via phone: (602) 333-2017 (Long distance rates may apply) (888) 204-5987 (Toll Free) **Access Code:** 9746153

AGENDA

1. Mayor Klein call the meeting to order
2. Pledge of Allegiance – Alderperson Hedlund
3. Roll Call
4. Awards, Presentations, Proclamations, and Announcements
5. Re-consider business from previous meeting
6. Comments from the public as allowed by Wis. Stats. §19.84(2), limited to items on this agenda, except for public hearing items. Comments will be limited to 5 minutes
7. Acknowledgement of Correspondence
8. Approve the Regular Council Minutes of July 26, 2021 as prepared and distributed
9. **CONSENT AGENDA**– *Recommended by Finance, Licensing and Regulation on August 3, 2021.* Any item listed on the consent agenda may be removed at the request of any member of the Council. The request requires no second, is not discussed, and is not voted upon.
 - a. Temporary Class “B”/ “Class B” Retailer’s License filed by Lot of Love Inc for use at FalzFest on September 17, 2021, located at 965 Wells St
 - b. Temporary Class “B”/ “Class B” Retailer’s License filed by the St Francis de Sales Catholic Church for use at Fall Irish Fest on September 25, 2021 and September 26, 2021, located at 148 W Main St

- c. Temporary Operator License filed by Robert McCormick for use at the St Francis de Sales Catholic Church Fall Irish Fest on September 25, 2021 and September 26, 2021
- d. Parking Stall Fee Waiver request filed by the Lake Geneva FireBelles for the FireBelles Fundraiser event located at Hogs & Kisses to take place on Sunday, September 19, 2021; Request is for use of eight parking stalls directly in front of 149 Broad St

10. Items removed from the Consent Agenda

- 11. First Reading of **Ordinance 21-06** an ordinance amending Chapter 74, Traffic and Vehicles, Article VI, Traffic Code, Section 206(b), Turns; as it relates to disallowing of left hand turns for northbound traffic on Edwards Blvd, from Highway 50, into the 300 Block of North Edwards Blvd
- 12. First Reading of **Ordinance 21-07** an ordinance providing for Direct Annexation by Unanimous Consent of Electors and Property Owners of Territory located in the Town of Geneva Walworth County Wisconsin, to the City of Lake Geneva, Walworth County, Wisconsin
- 13. Discussion/Action regarding bid award and contract approval for the Lake Geneva Public Library Renovation Project-Asbestos Abatement to Hogan Environmental Cleaning LLC in an amount not to exceed \$69,450.00
- 14. Discussion/Action regarding bid award and contract approval for the Lake Geneva Public Library Renovation Project to Selzer-Ornst Construction Company in an amount not to exceed \$870,893.00

15. Recommendation of the Finance, Licensing, and Regulation Committee of August 3, 2021- Ald. Howell

- a. Discussion/Action regarding an Original Class “B” Fermented Malt Beverage and Class “C” Wine License application filed by Zaab Corner Bistro Corp d/b/a Zaab Corner Bistro, Jirapa Cox, Agent, located at 501 Broad St
 - b. Discussion/Action regarding an Original Class “B” Fermented Malt Beverage and Class “C” Wine License application filed by O2 Lounge LLC d/b/a O2 Lounge, Lindsey Guerrero, Agent, located at 647 Main St #100
 - c. Discussion/Action regarding approval of proposal from Asphalt Contractors Inc for road patch work to be completed near 600 Bloomfield Rd in an amount not to exceed \$11,899.00
 - d. Discussion/Acceptance of August 3, 2021 Finance, Licensing, and Regulation Committee Payment Approval Reports
16. Discussion regarding the 2020 City of Lake Geneva Annual Financial Report and Management Letter

17. Adjournment

Requests from persons with disabilities, who need assistance to participate in this meeting or hearing, should be made to the City Clerk’s office in advance so the appropriate accommodations can be made.

CITY OF LAKE GENEVA REGULAR COMMON COUNCIL MINUTES
MONDAY, JULY 26, 2021 6:00 P.M.
LAKE GENEVA CITY HALL; COUNCIL CHAMBERS (MAIN LEVEL)

Members: Mayor Charlene Klein, Council President, Rich Hedlund, Council Vice President, John Halverson, Alderpersons: Tim Dunn, Mary Jo Fesenmaier, Cindy Flower, Ken Howell, Shari Straube, and Joan Yunker

Mayor Klein called the meeting to order at 6:04 p.m.

Aldersperson Halverson led the Council in the Pledge of Allegiance.

Roll Call

Present: Dunn, Fesenmaier, Flower, Halverson, Hedlund, Howell, and Yunker

Absent: Straube (excused)

Awards, Presentations, Proclamations, and Announcements

Presentation of City of Lake Geneva 2020 Audit and Management Letter

Shannon Small from Clifton Larsen Allen addressed the Council regarding the 2020 Audit and Management Letter. She noted that the City has obtained an unmodified opinion which is the highest rating from the auditors. She explained that there will be new governmental accounting standards moving forward. She then reviewed the highlights from the 2020 Audit and Management Letter. Fesenmaier indicated that she would like the approval of the audit to be continued to allow time for review. No action taken.

Re-consider business from previous meeting

None

Comments from the public as allowed by Wis. Stats. §19.84(2), limited to items on this agenda, except for public hearing items. Comments will be limited to 5 minutes

Jim Strauss; Spoke in regards to the White River Holdings Closed Session item.

Tom Van Muren; Spoke in regards to the White River Holdings Closed Session item.

Maureen Marks; Spoke in regards to the White River Holdings Closed Session item.

Mike Janzcak; Spoke in regards to the White River Holdings Closed Session item.

Peg Esposito; Spoke in regards to the White River Holdings Closed Session item.

Brian Good; Spoke in regards to the White River Holdings Closed Session item.

Tom Reed; Spoke in regards to the White River Holdings Closed Session item.

Gary Dunham; Spoke in favor of the outdoor area for Flat Iron Tap and that he is available for questions The Vistas GDP.

Tom Gardner; Spoke in favor of the Conditional Use Permit being issued for the Maxwell Mansion.

Monica Pfeifer; Spoke in favor of the Conditional Use Permit being issued for the Maxwell Mansion.

Luke Pfeifer; Spoke in favor of the Conditional Use Permit being issued for the Maxwell Mansion.

Dick Malmin; Spoke in regards to the White River Holdings Closed Session item.

Acknowledgement of Correspondence

Clerk Kropf explained that several items of correspondence were received. The items received were:

Bill & Kathy Ecklund; Speaking in opposition of the issuance of Conditional Use Permit for Maxwell Mansion.
Diane Muzzy; Speaking in opposition of the issuance of Conditional Use Permit for Maxwell Mansion.

Stephanie Klett, VISIT Lake Geneva, Speaking in favor of the Conditional Use Permit for Maxwell Mansion.
Beth Gehris, Speaking in favor of the Conditional Use Permit for Maxwell Mansion.
Natalie Mordini & Joe Renardo; Speaking in favor of the Conditional Use Permit for Maxwell Mansion.
Bob Nabasny; Speaking in favor of the Conditional Use Permit for Maxwell Mansion.
Greg & Dorothy Chapman; Speaking in favor of the Conditional Use Permit for Maxwell Mansion.

Don & Alice Ogden; Speaking in regards to the White River Holdings Closed Session item.
Peg Esposito; Speaking in regards to the White River Holdings Closed Session item.
Irma Suchomski; Speaking in regards to the White River Holdings Closed Session item.
Danny Skoczylas; Speaking in regards to the White River Holdings Closed Session item.
Ann & Robert Boch; Speaking in regards to the White River Holdings Closed Session item.
Brian Good; Speaking in regards to the White River Holdings Closed Session item.
Carol Bitten; Speaking in regards to the White River Holdings Closed Session item.
Caroll Pearson Speaking in regards to the White River Holdings Closed Session item.
David & Stacy Gordon; Speaking in regards to the White River Holdings Closed Session item.
Deanna Doyle; Speaking in regards to the White River Holdings Closed Session item.
Flora Ciarlo; Speaking in regards to the White River Holdings Closed Session item.
James Good; Speaking in regards to the White River Holdings Closed Session item.
John Saridan; Speaking in regards to the White River Holdings Closed Session item.
Karen & Leroy Dzierzanowski; Speaking in regards to the White River Holdings Closed Session item.
Margaret Gregg; Speaking in regards to the White River Holdings Closed Session item.
Maureen Marks; Speaking in regards to the White River Holdings Closed Session item.
Mike Janczak; Speaking in regards to the White River Holdings Closed Session item.
Ryan Southwick; Speaking in regards to the White River Holdings Closed Session item.
Scott Woodley; Speaking in regards to the White River Holdings Closed Session item.
Thomas Anthony; Speaking in regards to the White River Holdings Closed Session item.
Maureen O'Neil; Speaking in regards to the White River Holdings Closed Session item.
Julie Whalen; Speaking in regards to the White River Holdings Closed Session item.

She added that all items of correspondence were forwarded to the Common Council and the City Leadership Team.

Approve the Regular Council Minutes of July 12, 2021 as prepared and distributed

Motion by Dunn to approve, second by Yunker. No discussion. Motion carried 7-0.

CONSENT AGENDA– Recommended by Finance, Licensing and Regulation on July 20, 2021. Any item listed on the consent agenda may be removed at the request of any member of the Council. The request requires no second, is not discussed, and is not voted upon.

-Temporary Class “B”/ “Class B” Retailer’s License filed by the Lake Geneva Rotary Club for use at the Riviera “String of Pearls” Gala to be held August 28, 2021 at the Riviera, 812 Wrigley Drive

-Temporary Class “B”/ “Class B” Retailer’s License filed by the Lake Geneva Rotary Club for use at the 2021 Oktoberfest, October 9, 2021 and October 10, 2021 located in Flat Iron Park

-Temporary Class “B”/ “Class B” Retailer’s License filed by the Star Rising Foundation for use at the Lake Geneva LIVE to be held August 1, 2021 located in Flat Iron Park

-Temporary Class “B”/ “Class B” Retailer’s License filed by the Star Rising Foundation for use at the Lake Geneva LIVE to be held August 8, 2021 located in Flat Iron Park

-Temporary Class “B”/ “Class B” Retailer’s License filed by the American Legion post #24 for use at the 14th Annual Car Show to be held July 31, 2021 located at 715 S Wells St

-Renewal Massage Establishment License application filed by O’Mann Therapeutic Massage LLC for the 2021-2022 term, located at 901 Maxwell St

Motion by Howell to approve, second by Halverson. Motion carried 7-0.

Items removed from the Consent Agenda

None

Discussion/Action regarding **Resolution 21-R54** a resolution authorizing the receipt of the 2020 City of Lake Geneva Annual Financial Report and Management Letter

Motion by Hedlund to approve, second by Yunker. Fesenmaier would like this to be delayed so the public can comment and ask questions. Mayor Klein explained this resolution is only to authorize the receipt of the audit, not approval it to its form. Finance Director Hall stated the report is prepared by the auditors and it cannot be changed. Motion carried 7-0.

Recommendation of the Finance, Licensing, and Regulation Committee of July 6, 2021 & July 20, 2021- Ald. Howell

Discussion/Action regarding disallowance of claim filed by Alex Knable for alleged damage caused by a piece of asphalt that went through a snow blower on February 3, 2021, pursuant to Wis. Stat. 893.80(1g) (*Finance, Licensing, and Regulation Committee approved the disallowance on July 6, 2021; Continued from the July 12, 2021 Common Council meeting*)
Motion by Howell to approve, second by Hedlund. Fesenmaier stated the homeowner is not at fault and that the contractor should be responsible for this damage.

Motion to amend by Fesenmaier that the City send a bill Down to Earth Contractors for the amount to repair the snow blower, second by Halverson. City Attorney Draper noted this claim is against the City and sending a bill to the contractor is outside of the agenda item. Motion failed 1-6, with Dunn, Halverson, Hedlund, Howell, Flower, and Yunker voting no, on a roll call vote.

Original motion was re-read, motion carried 6-1, with Fesenmaier voting no.

Discussion/Action regarding allowing outdoor dining on south side of building located at 150 Center Street (*Finance, Licensing, and Regulation Committee approved the use of concrete area south of building for outdoor seating including the use a bollards/partitions*)

Motion by Howell to approve, second by Yunker. Fesenmaier noted that this slap is not owned by the City. Motion carried 7-0.

Discussion/Action regarding an Alcohol Premises Extension filed by D & D Restaurant Group d/b/a Flat Iron Tap located at 150 Center Street, to include concrete area to the south of building
Motion by Howell to approve, second by Yunker. No discussion. Motion carried 7-0.

Discussion/Action regarding **Resolution 21-R53** a resolution amending the City of Lake Geneva Fee Schedule as it pertains to Fire Department Fees

Motion by Howell to approve, second by Hedlund. No discussion. Motion carried 7-0.

Discussion/Action regarding authorization of \$3,356 Contingency Funds for unbudgeted costs to amend the City of Lake Geneva Ordinance to conform with Act 67

Motion by Howell to approve, second by Halverson. Finance Director clarified that the Finance Committee approved the use of the remaining funds for the Zoning budget and that the remainder of the project would be coming from the contingency fund. She noted it may be advantageous to leave the zoning code fund as it and use only contingency funds. Flower questioned if additional Building & Zoning budget funds could be used instead of contingency. Motion carried 6-1, with Fesenmaier voting no, on a roll call vote.

Discussion/Action regarding possible church pass parking permit for Sunday morning for certain area of downtown parking district

Motion by Howell to approve on a 90-day trial basis, second by Yunker. Council discussion noted that this would be coming to back to the Finance Committee after it's trial run. Parking Manager Elder reviewed the proposed church parking pass placard and its usage. Flower inquired on how this will be tracked and reported back to the Committee. Elder noted that each church will receive twenty each and that it should be fairly easy to manage that number of placards to report back. Motion carried 7-0.

Discussion/Acceptance of July 20 2021 Finance, Licensing, and Regulation Committee Payment Approval Reports

Motion by Howell to approve, second by Yunker. No discussion. Motion carried 7-0.

Recommendation of the Planning Commission of July 19, 2021- Ald. Dunn

Discussion/Action regarding the Subdivision Final Plat for Omega Homes – Vistas LLC. 210 E. O'Connor Dr. Suite 101, Elkhorn, WI for the property located at Tax Key No. ZA424700001 on LaSalle St

Motion by Dunn to approve, second by Howell. Flower noted she is not in favor of the plan and feels the lot sizes are too large. Motion carried 4-3, with Flower, Hedlund, and Yunker voting no, on a roll call vote.

Discussion/Action regarding **Resolution 21-R55** authorizing the issuance of a Limited Conditional Use Permit (CUP) for Luke Pfeifer d.b.a. LuMoBay Max LLC, for a request to amend the existing CUP to allow amplification of voice for the property known as Maxwell Mansion located at 304 S. Wells St & 421 Baker St. in the General Business (GB) zoning district and utilize the SR-4 zoning standards, Tax Key No. ZA452900001

Motion by Dunn to approve, second by Hedlund. Fesenmaier stated the Council meeting from April 26, 2021 approved the Conditional Use, which indicated that the parking site plan should be included. The minutes also reflect other requests to the approved conditional use permit, which should also be added. Fesenmaier also inquired why the modifications requested at that time had not been added to this request.

Motion by Howell to call the question, second by Hedlund. Motion carried 6-1, with Fesenmaier voting no, on a roll call vote.

Original motion carried 6-1, with Fesenmaier voting no, on a roll call vote.

Discussion/Action regarding **Resolution 21-R56** authorizing the issuance of a Conditional Use Permit for Kevin Rubash, 1055 Cherokee Rd., Wilmette, IL 60091 of a proposed pier installation for the property located at 901 Snake Rd. in the Estate Residential – 1 (ER-1) zoning district, Tax Key No. ZA491100003

Motion by Dunn to approve, second by Hedlund. No discussion. Motion carried 7-0.

Discussion/Action regarding **Resolution 21-R57** authorizing the issuance of a Conditional Use Permit for Leigh Gignilliat, 3 N. Walworth Ave., Williams Bay, WI, 53191, to raze and rebuild a single family home located at 978 N Knoll Ln. in the Estate Residential – 1 (ER-1) zoning district and utilize the SR-4 zoning standards, Tax Key No. ZYUP00106J

Motion by Dunn to approve, second by Hedlund. Fesenmaier commented on the use of SR-4 zoning standards in ER-1 districts and why this practice is being continued. She added this practice should cease until the zoning ordinance is amended to be clearer. City Attorney Draper added that the current zoning code allows for the use of SR-4 standards in the ER-1 zoning district. Dunn added that the applicant had put the project on hold and made

modifications after hearing the concerns of the neighbors. Motion carried 6-1, with Fesenmaier voting no, on a roll call vote.

Discussion/Action regarding a General Development Plan (GDP) for The Vistas Group, 526 E 114th Place, Chicago, IL. For the 27-acre property located at the northwest corner of Townline Rd and Edwards Blvd. for a proposed residential subdivision, Tax Key No. ZYUP00198

Motion by Dunn to approve, second by Hedlund. Dunn added that the proposed commercial area is not included in this General Development Plan. Attorney Draper noted that this will still need to go through the Precise Implementation Plan and that desired specifics can be added during that time. Flower noted the plan shows access at Park Drive and inquired about the access for the proposed commercial plan along with its potential configuration. Motion carried 7-0 on a roll call vote.

Motion to go into Closed Session pursuant to Wisconsin Statutes 19.85(1)(g) for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved regarding: **White River**

Holdings, LLC

Motion by Flower to convene the Council into Closed Session and to include all City staff, second by Yunker. Motion carried 7-0 on a roll call vote. The Council convened into Closed Session at 7:51 p.m.

Motion to return to open session pursuant to Wisconsin Statutes 19.85 (2) and take action on any items discussed in closed session

Motion by Howell to reconvene the Council into Open Session, second by Halverson. Motion carried 7-0. The Council reconvened into Open Session at 8:35 p.m.

Adjournment

Motion by Flower to adjourn, second by Hedlund. Motion carried 7-0. The meeting adjourned at 8:35 p.m.

Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 10.00

Application Date: 7/13/2021

☐ Town ☐ Village ☒ City of Lake Geneva

County of Walworth

The named organization applies for: (check appropriate box(es).)

☒ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.

☒ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 9/17/2021 and ending 9/17/2021 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) →

- ☒ Bona fide Club ☐ Church ☐ Lodge/Society
☐ Veteran's Organization ☐ Fair Association or Agricultural Society
☐ Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181, Wis. Stats.

(a) Name LOT OF LOVE, INC

(b) Address 319 Warren St LAKE GENEVA, WI 53147
(Street) ☐ Town ☐ Village ☒ City

(c) Date organized 501c3 rec'd 3/22/2018

(d) If corporation, give date of incorporation _____

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☐

(f) Names and addresses of all officers:

President BRANDIE WALTON

Vice President _____

Secretary _____

Treasurer _____

(g) Name and address of manager or person in charge of affair: Beth Luther

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number 965 Wells St., Lake Geneva, WI

(b) Lot _____ Block _____

(c) Do premises occupy all or part of building? part

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: outdoors; if inclement weather, will use Cafeteria/warehouse area.

3. Name of Event

(a) List name of the event Fall Fest

(b) Dates of event 9/17/2021

DECLARATION

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

Officer [Signature] 7/13/2021
(Signature / Date)

LOT OF LOVE, INC.
(Name of Organization)

Date Filed with Clerk July 13, 2021

Date Reported to Council or Board Aug 9, 2021

Date Granted by Council _____

License No. _____

**SUPPLEMENTAL APPLICATION FORM
TEMPORARY CLASS "B" / "CLASS B" RETAILER'S LICENSE
CITY OF LAKE GENEVA**

This form needs to be submitted as an attachment to the Application for Temporary Class "B" / "Class B" Retailer's License Form (Form AT-315) and returned to the City Clerk.

Applicant Organization: Lot of Love, Inc.

Name of Event: Falz Fest

Date of Event: 9/17/2021

Time of Event: 4pm 10pm
(Beginning) (Ending)

Event Contact Person: Beth Luther

Contact Phone: _____

Contact Email: _____

Will a Licensed Operator be serving or supervising the service of alcohol?
*This includes Temporary Operator's who have completed the
Responsible Beverage Servers class.

☒ Yes

☐ No

**PLEASE FILL ALL BLANKS COMPLETELY.
THIS INFORMATION IS NEEDED TO COMPLETELY PROCESS YOUR
TEMPORARY RETAILER'S LICENSE APPLICATION.**

For Office Use Only

Date Filed: July 13, 2021 Receipt No: 15.002643

Total Amount: \$10.00

Forwarded to Police Chief: July 13, 2021

Recommendation: _____ Approved Denied

Verification that not more than 2 temporary wine licenses have been issued to this applicant within the last 12 months: yes

FLR Approval: 8/3/2021

License Issued: _____

Council Approval: 8/9/2021

License Number: _____

License Expires: _____

MAIL TO: _____ Organization

Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 10

Application Date: June 29 2021

☐ Town ☐ Village ☒ City of Lake Geneva

County of Walworth

The named organization applies for: (check appropriate box(es).)

☒ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.

☒ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 9-25-2021 and ending 9-26-2021 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) →

☐ Bona fide Club

☒ Church

☐ Lodge/Society

☐ Veteran's Organization

☐ Fair Association or Agricultural Society

☐ Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181, Wis. Stats.

(a) Name ST FRANCIS de Sales Catholic Church

(b) Address 148 W Main St., Lake Geneva
(Street)

☐ Town ☐ Village ☐ City

(c) Date organized 1848

(d) If corporation, give date of incorporation 8-15-1915

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☐

(f) Names and addresses of all officers:

President Archbishop Jerome Listekki

Vice President Rev. Ray Guthrie

Secretary Martha Cucco

Treasurer MR FRAN Zappitelli

(g) Name and address of manager or person in charge of affair: Ms. Mary Ann Weber

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number 148 W. Main St., Lake Geneva

(b) Lot _____ Block _____

(c) Do premises occupy all or part of building? All

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: _____

3. Name of Event

(a) List name of the event Fall IRISH FEST

(b) Dates of event 9-25-2021 + 9-26-2021

DECLARATION

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

Officer

(Signature / Date)

ST. Francis de Sales Parish
(Name of Organization)

Date Filed with Clerk July 13, 2021

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

**SUPPLEMENTAL APPLICATION FORM
TEMPORARY CLASS "B" / "CLASS B" RETAILER'S LICENSE
CITY OF LAKE GENEVA**

This form needs to be submitted as an attachment to the Application for Temporary Class "B" / "Class B" Retailer's License Form (Form AT-315) and returned to the City Clerk.

Applicant Organization: St Francis De Sales Parish

Name of Event: Fall Irish Fest

Date of Event: Sept 25 & 26 2021

Time of Event: 11:30 AM 5:00 PM
(Beginning) (Ending)

Event Contact Person: Millie McCormick

Contact Phone:

Contact Email:

Will a Licensed Operator be serving or supervising the service of alcohol?
***This includes Temporary Operator's who have completed the Responsible Beverage Servers class.**

☒ Yes

☐ No

**PLEASE FILL ALL BLANKS COMPLETELY.
THIS INFORMATION IS NEEDED TO COMPLETELY PROCESS YOUR
TEMPORARY RETAILER'S LICENSE APPLICATION.**

For Office Use Only

Date Filed: July 13, 2021 Receipt No: 15.002502

Total Amount: \$10 -

Forwarded to Police Chief: July 13, 2021

Recommendation: [Signature] Approved Denied

Verification that not more than 2 temporary wine licenses have been issued to this applicant within the last 12 months: yes

FLR Approval: _____

Council Approval: _____

License Issued: _____

License Number: _____

License Expires: _____

MAILTO: Organization



CITY OF LAKE GENEVA

TEMPORARY OPERATOR LICENSE



PLEASE FILL IN ALL BLANKS COMPLETELY, AS INCOMPLETE APPLICATIONS WILL BE REJECTED. FEE OF \$10.00 IS PAYABLE TO CITY OF LAKE GENEVA AND DUE UPON APPLICATION.

NOTE: This license shall be issued to persons under the terms of Wisconsin State Statutes 125.17 (4). License shall be issued only to operators employed by or donating their services to non-profit corporations. A maximum of two temporary operator licenses will be issued to any individual per year. This license shall be valid only for the period of time specified on the license, which time period shall not exceed fourteen (14) days.

APPLICANT INFORMATION

Name: McCormick Jr. Robert F.
Last First Middle

Maiden Name: _____ Date of Birth: _____

Address (Physical): _____

Mailing Address (if different): _____

City, State, Zip: Lake Geneva WI, 53147

Is your Certificate of Completion of a Beverage Server Training Course Attached? ☒ YES ☐ NO

If No, will a Licensed Operator be serving or supervising the service of alcohol? ☐ YES ☐ NO

ORGANIZATION WHERE SERVICES OF LICENSEE WILL BE EMPLOYED

Organization Name: St Francis de Sales Parish

Address: 148 W Main St., Lake Geneva WI 53147

Name of Event where licensee will work: Fall Irish Fest

Date of Event: 9-25-2021 + 9-26-2021

APPLICANT SIGNATURE

Robert F. McCormick Jr. DATE: 6-29-2021

APPROVED BEVERAGE SERVER TRAINING COURSES

Serverlicense.com
Servingalcohol.com
TIPS

Learn2serve.com
\$8 Server Training
CARE

Wisconsin Technical Colleges
ServSafe Alcohol (WRAEF/NRAEF)
TEAM

For Office Use Only

Date Filed: July 13, 2021 Receipt No: 15.002502

Total Amount: \$10 -

Forwarded to Police Chief: July 13, 2021

Background Completed: 7/13/21

Recommendation: [Signature] ☒ Approved ☐ Denied

Verification that no other temporary licenses have been issued to this applicant
in the current year: yes

FLR Approval: _____

License Issued: _____

Council Approval: _____

License Number: _____

License Expires: _____

MAILTO: Individual, Organization

We Do NOT RECEIVE ANY MONEY FROM THE City - or County
All Volunteers - Support THE Fire Dept - Police - ETC.
THIS FUNDRAISER ENABLES US TO Buy our Supplies
CITY OF LAKE GENEVA - EVENT PERMIT APPLICATION

Please fill in all blanks completely, as incomplete applications will be rejected.

Applications must be submitted **AT LEAST 4 WEEKS** prior to the proposed event date(s).

Section I. APPLICANT INFORMATION

NAME OF APPLICANT:

LAKE GENEVA FIREBELLS - All Volunteers

NAME OF EVENT ORGANIZER/PRODUCER:

SANDY DERRICK

PRODUCTION COMPANY/ORGANIZATION:

FEDERAL TAX ID:

STREET ADDRESS:

APT. UNIT OR SUITE #:

CITY:

L.G.

STATE:

ZIP CODE:

E-MAIL ADDRESS:

DAYTIME PHONE:

CELL PHONE:

Are you a ☐ For Profit or ☒ Non-profit Organization 501(c) ___?

EIN # (Tax Exempt Number):

*ALL non-profits must present a copy of their current Tax ID - EIN #.

Section II. EVENT INFORMATION

☒ Public Assembly Permit - * Non-profit (No Charge), Otherwise FEE \$60 per day

(Meet one or more criteria) Single day event use of City of Lake Geneva facilities with NO street, parking or intersection closures, attendance under 500, NO serving of alcohol in public space.

☐ Block Parties or use of Gazebo for 1 Hour Photo Ops: * Non-profit (No Charge), Otherwise FEE \$75.00

Small event limited to one street with 4 barricades in a neighborhood or gazebo in Flat Iron Park.

☐ Tier 1 Events: * Non-profit (No Charge), Otherwise FEE \$250 for an event up to seven days, additional \$50 per day thereafter

(Meet one or more criteria) Rolling closure of streets, public walkway, limited parking stalls or intersection closures that do not impact public use, attendance of 501 to 3,000, four (4) hours or less of alcohol sales or serving, majority use of a city park(s), or other municipal facility.

☐ Tier 2 Events: * Non-profit (No Charge), Otherwise FEE \$500 for an event up to seven days, additional \$100 per day thereafter

(Meets one or more criteria) Non-profit or not-for-profit organization offering multiple-day events, attendance of more than 3,000+, more than four (4) hours of alcohol sales or serving, and/or exclusive use of City park(s), street(s), limited parking stalls, or other municipal facility.

Note: Seminary (includes the use of the Shelter) and Flat Iron Park (includes the use of Brunk Pavilion) have 3 available picnic tables and 10 benches which you can select as part of your event permit. Any additional picnic tables, benches, or barricades needed should be directed to a rental company.

1. Title of Event: Lake Geneva Fireballs Fund RAISER
2. Date(s) of Event: Sept. 19 2021
3. Location(s) of Event: Hogs & Kisses - inside
4. Hours: 9 AM TO 7 PM
Note: Start Time & End Time
5. Event Chair/Contact Person: Sandra DERRICK Phone: 749-0095
6. Day of Event Contact Name: " " Phone: " "
7. Is the event open to the public? ☒ Yes ☐ No
8. Will you charge an admission fee? ☐ Yes ☒ No
9. Estimated Attendance Number: 150
10. Basis for estimate: Prior years attendance
11. Will you be setting up a tent? ☐ Yes ☒ No
If yes, list the location, size, Rental Company, and proof of completion of locates.
12. Will there be any animals? ☐ Yes ☒ No
If yes, what type and how many:
13. Attach a detailed description of proposed event with map of the exact location of the event and/or route.
14. Description of plan for handling refuse collection and after-event clean-up:
NO Refuse Collection or Clean up
EVERY THING IS INSIDE Hogs & Kisses
15. Description of plan for providing event security (if applicable):
16. Will there be fireworks or pyrotechnics at your event? ☐ Yes ☒ No
If yes, please attach a fireworks display permit or application.
17. Will your event include the sale of beer and/or wine? ☐ Yes ☒ No
If yes, please attach a completed Temporary Alcohol License & Temporary Operator License Application.
18. Will you or any other vendors be selling food or merchandise? ☐ Yes ☒ No
If yes, please attach list of proposed vendors, including business name and type of food/merchandise sold.
19. Do you intend to use the available picnic tables and benches in the location? ☐ Yes ☒ No

Section III. STREET USE

☒ Check if this section does not apply.

Required for any event using a public street. Per Sec. 62-243 of the municipal code, this application must include the following attachments:

- ☐ Certificate of Comprehensive General Liability Insurance with the City, its employees and agents as additional insured with coverage for contractual liability with minimum limits of \$500,000 per occurrence for bodily injury and property damage limits of \$250,000 per occurrence.
- ☐ Petition signed by more than half of the residential dwelling units and/or commercial units residing along that portion of the street designated for the proposed use or whose property is denied access by virtue of the granting of the permit.

1. Description of the portion(s) of road(s) to be used:

Road closures must include rental of barricades, please work with our Street Dept.

2. Will any parking stalls be used or blocked during the event? ☒ Yes ☐ No

WE NEED THE STALLS BLOCKED THE NIGHT BEFORE SO WE
Date(s) of use: CAN BEING OUR "FIREBALLS TRUCK" & PARK IT AT 9 PM ON - 9-19-21

Total Number of Parking Stalls Request: FROM KILWINS TO HOGS & KISSES ALLEY

Parking Stall Number(s) and Location: _____

3. Description of signage to be used during event:

non-profit requesting waiver
of parking fees

If requesting City banner poles, please include a Street Banner Display Application.

Anticipated Services

Please indicate below any additional services you are requesting for your event. Estimated Fees or Deposits for these services may be required prior to issuance of permit(s).

- ☐ Electricity Explain: NO
☐ Water Explain: NO
☐ Traffic Control Explain: NO
☐ Police Services Explain: NO
☐ Fire/EMS Services Explain: NO
☐ Other Explain: _____

***Please note:** The City of Lake Geneva, the Police Department and/or Fire Department have the right to cancel an event due to inclement weather or any safety risk.

ALL PARKS & PUBLIC SPACES: must be left the way they were originally found. A credit card is required to be held should the park/public space incur damage or not be picked up.

Credit Card # (Required): _____
Expiration Date: _____ CVV #: _____
Name on Credit Card: _____
Billing Address: _____
City, State, Zip: _____

The applicant for her/himself and for other persons, organizations, firms and corporations, if any listed in this application, being of sound mind and body, do hereby freely, voluntarily and knowingly, now and for all times, fully save and hold harmless and defend, the CITY OF LAKE GENEVA, a Wisconsin Municipal Corporation located in the Walworth County, and each and every of its elected and appointed officials, employees, representatives, agents, heirs, and assigns, jointly and severally from and against any and all claims, causes of action, actions, liabilities, demands, losses, damages, and/or expenses of whatsoever kind and nature including counsel or attorneys' fees, which I have or may, at any time, incur or sustain arising from, resulting from, incurred in consequence of, or pertaining to, any and all intentional and negligent acts, omissions, incidents, activities and transactions, of whatever kind and nature, direct or indirect, of mine own and those of or by the CITY OF LAKE GENEVA, and each and every of its elected and appointed officials, employees, representatives, and agents, regardless of when or where, occurring or arising from this event.

Applicant's Signature: Sandra Ferrel Date: _____

For Office Use Only

Date Filed with Clerk: 7/16/21 Payment with Application: \$ N/A Receipt: N/A

*Circulation required to the following Departments:

Department:

Date:

Circulated:

City Clerk/Administrator



Notes: [Signature]

Police Chief



Notes: N/A

Fire Chief



Notes: N/A

Street Dept



Notes: N/A

Parking Dept



Notes: REQUESTING DERIVATION OF FEES: 8 STALLS * \$20 = \$160 + \$10 = \$170.00

Piers, Harbors & Lakefront



Notes: N/A

FL&R: Meeting Date: _____



Council: Meeting Date: _____



ORDINANCE OF THE COMMON COUNCIL

An ordinance amending Chapter 74, Traffic and Vehicles, Article VI, Traffic Code, Section 206(b), Turns; as it relates to disallowing of left hand turns for northbound traffic on Edwards Blvd, from Highway 50, into the 300 Block of North Edwards Blvd

Committee	Public Works Committee approved July 26, 2021 Finance, Licensing, and Regulation Committee approved August 3, 2021		
Fiscal Impact:	N/A		
File Number:	21-06	First Reading :	August 9, 2021
		Second Reading :	August 23, 2021

The Common Council of the City of Lake Geneva, Wisconsin, does hereby ordain as follows:

Traffic proceeding east on Wrigley Drive shall not turn left onto Broad Street

Traffic proceeding south on Mill Street shall not turn left onto Main Street

The left-hand lane of Center Street northbound at the intersection of Center Street and Main Street shall be left turn only

The right-hand lane of Center Street northbound at the intersection of Center Street and Main Street shall be for through and right-hand turn traffic only

The right-hand lane of Center Street southbound at the intersection of Main Street and Center Street shall be for through and right-hand turns only

The left-hand lane of Center Street southbound at the intersection of Main Street and Center Street shall be for left-hand turns only

The right-hand lane of Main Street westbound at the intersection of Main Street and Center Street shall be for right-hand turn traffic only

The left-hand lane of Main Street westbound at the intersection of Main Street and Center Street for left-hand turn traffic only

The center lane westbound at the intersection of Main Street and Center Street for straight ahead or westbound traffic only

The left-hand lane of Edwards Boulevard (Highway 120) southbound at the intersection with Townline Road is for left-hand turn traffic only

The right-hand lane of Edwards Boulevard (Highway 120) northbound at the intersection with Townline Road is for right-hand turn traffic only

The left-hand lane of Wells Street northbound at the intersection with Campbell Street is for left-hand turn traffic only

The left-hand lane of Townline Road westbound at the intersection with Wells Street is for left-hand turn traffic only

The right-hand lane of Townline Road westbound at the intersection with Wells Street is for right-hand turn traffic only

The right-hand lane of Wells Street southbound at the intersection with South Street is for right-hand turn traffic only

The left-hand lane of Wells Street southbound at the intersection with South Street is for straight or left-hand turn traffic only

The left-hand lane of Wells Street northbound at the intersection with South Street is for straight or left-hand turn traffic only

The right-hand lane of Wells Street northbound at the intersection with South Street is for right-hand turn traffic only

The left-hand lane of South Street eastbound at the intersection with Wells Street is for left-hand turn traffic only

The right-hand lane of South Street eastbound at the intersection with Wells Street is for straight or right-hand turn traffic only

The right-hand lane of Geneva Street eastbound at the intersection with Broad Street is for right-hand turn traffic only

The left-hand lane of Geneva Street eastbound at the intersection with Broad Street is for straight or left-hand turn traffic only

The left-hand lane of Geneva Street westbound at the intersection with Broad Street is for left-hand turn traffic only
The right-hand lane of Geneva Street westbound at the intersection with Broad Street is for straight or right-hand turn traffic only

The left-hand lane of Main Street eastbound at the intersection with Cook Street is for left-hand turn traffic only
The right-hand lane of Main Street eastbound at the intersection with Cook Street is for straight or right-hand turn traffic only

The left-hand lane of Main Street westbound at the intersection with Cook Street is for left-hand turn traffic only
The right-hand lane of Main Street westbound at the intersection with Cook Street is for straight and right-hand turn traffic only

The right-hand lane of Main Street westbound at the intersection with Mill Street is for right-hand turn traffic only

The left-hand lane of Main Street westbound at the intersection with Wells Street is for left-hand turn traffic only

The right-hand lane of Main Street westbound at the intersection with Wells Street is for straight traffic only

The right-hand lane of Main Street eastbound at the intersection with Wells Street is for right-hand turn traffic only

The left-hand lane of Main Street eastbound at the intersection with Wells Street is for straight traffic only

The left-hand lane of Wells Street northbound at the intersection with Main Street is for left-hand turn traffic only

The right-hand lane of Wells Street northbound at the intersection with Main Street is for right-hand turn traffic only

The left-hand lane of Main Street westbound at the intersection with South Lakeshore Drive is for left-hand turn traffic only

The left-hand lane of Broad Street southbound at the intersection with Main Street is for left-hand turn traffic only

The right-hand lane of Broad Street southbound at the intersection with Main Street is for right-hand turn traffic only

The right-hand lane of Broad Street northbound at the intersection with Main Street is for right-hand turn traffic only

The left-hand lane of Broad Street northbound at the intersection with Main Street is for left-hand turn traffic only

The left-hand lane of Main Street westbound at the intersection with Broad Street is for left-hand turn traffic only

The right-hand lane of Main Street westbound at the intersection with Broad Street is for right-hand turn traffic only

The left-hand lane of Main Street eastbound at the intersection with Broad Street is for left-hand turn traffic only

The right-hand lane of Main Street eastbound at the intersection with Broad Street is for right-hand turn traffic only

The two right-hand lanes of Edwards Boulevard (Highway 120) northbound at the intersection with Main Street, (Highway 50) are for right-hand turn traffic only

The left-hand lane of Edwards Boulevard (Highway 120) northbound at the intersection with Main Street (Highway 50) is for left-hand turn traffic only

The right-hand lane of Edwards Boulevard southbound at the intersection with Main Street (Highway 50) is for right-hand turn traffic only

The left-hand lane of Edwards Boulevard southbound at the intersection with Main Street (Highway 50) is for left-hand turn traffic only

The two left-hand lanes of Main Street (Highway 50) westbound at the intersection with Edwards Boulevard (Highway 120) are for left-hand turn traffic only

The right-hand lane of Main Street (Highway 50) westbound at the intersection with Edwards Boulevard (Highway 120) is for right-hand turn traffic only

The two right-hand lanes of Main Street (Highway 50) eastbound at the intersection with Edwards Boulevard (Highway 120) are for right-hand turn traffic only

The left-hand turn lane of Main Street (Highway 50) eastbound at the intersection with Edwards Boulevard (Highway 120) is for left-hand turn traffic only

No left hand turns shall be permitted for northbound traffic on Edwards Boulevard within approximately 230 feet from the intersection of State Highway 50

Semitrailer trucks shall be prohibited from making a right turn from Center Street into the alley which extends between Center Street and Mill Street and which alley lies between Main Street and Geneva Street, 600 block

That this ordinance shall take effect upon passage and publication, as provided by law.

Approved by the City of Lake Geneva Common Council on this 14th day of June, 2021.

Mayoral Action: ☐ **Accept** ☐ **Veto**

Attest:

Page 3 of 3

ORDINANCE OF THE COMMON COUNCIL			
An ordinance providing for Direct Annexation by Unanimous Consent of Electors and Property Owners of Territory located in the Town of Geneva Walworth County Wisconsin, to the City of Lake Geneva, Walworth County, Wisconsin			
Committee	Ordinance 18-5 originally approved by the Common Council on April 23, 2018; amended to correct designation of County Supervisory District		
Fiscal Impact:	N/A		
File Number:	21-07	First Reading :	August 9, 2021
		Second Reading :	August 23, 2021

The Common Council of the City of Lake Geneva, Wisconsin, does hereby ordain as follows:

WHEREAS, Mark Larkin (“Petitioner”) has made and file with the City Clerk of the City of Lake Geneva (“City”) a Petition for Direct Annexation by unanimous consent of electors and property owners of territory located in the Town of Geneva, Walworth County, Wisconsin, to the City of Lake Geneva, Walworth County, Wisconsin, pursuant to Wis. Stat. §66.0217(2) (“Annexation Petition”), in the office of the City Clerk for the City of Lake Geneva, Walworth County, Wisconsin, on the 23rd day of April, 2018, requesting the annexation to the City of lands described in Exhibit A attached hereto and incorporated herein by reference (“Subject Territory”), which such lands are contiguous to the City; and

WHEREAS, it appears by acknowledgement of receipt on file herein that Petitioner has filed a duplicate original of the Annexation Petition, including a legal description and scale map of the Subject Territory, with the Town Clerk of the Town of Geneva, Walworth County, Wisconsin, and the State of Wisconsin, Department of Administration, within five (5) days after filing the Annexation Petition with the City Clerk; and

WHEREAS, it further appears that all of the requirements of Wis. Stat. §66.0217(2) have been fully complied with, and that the State of Wisconsin, Department of Administration, has reviewed the proposed annexation and, by letter, found it to be in the public interest, and said letter has been duly considered and reviewed by the City and/or the City’s Counsel; and

WHEREAS, the proposed annexation was referred to the Plan Commission of the City and said Plan Commission has recommended annexing the Subject Territory to the City; and

WHEREAS, the Common Council of the City of Lake Geneva, Walworth County, Wisconsin, makes the following findings with respect to the Subject Territory:

1. That the annexation of the Subject Territory to the City of Lake Geneva, Walworth County, Wisconsin, is in the best interest of the City.
2. That the annexation of the Subject Territory will enable the City to regulate and control development of these lands which are contiguous to the City.
3. That, upon annexation, the Northern portion of the Subject Territory shall be temporarily zoned pursuant to Wis. Stat. §66.0217(8) in the Two Family Residential-6 (TR6) Zoning District.

4. That, upon annexation, the Southern portion of the Subject Territory shall be temporarily zoned pursuant to Wis. Stat. §66.0217(8) in the Planned Business (PB) Zoning District.
5. That the annexation of the Subject Territory does not create a town island under the provisions of Wis. Stat. §66.0221
6. That the City is in need of additional lands suitable for business and residential development, as herein described, as and for this Subject Territory.

NOW, THEREFORE, the Common Council of the City of Lake Geneva, Walworth County, Wisconsin, does ordain as follows:

1. Those lands comprising the Subject Territory to be annexed, as described in Exhibit A attached hereto and incorporated herein by reference, be, and the same hereby are, annexed to the City of Lake Geneva, Walworth County, Wisconsin.
2. Those lands comprising the northern portion of the Subject Territory shall be temporarily zoned pursuant to Wis. Stat. §66.0217(8) in the TR6, Two Family Residential-6 Zoning District.
3. Those lands comprising the southern portion of the Subject Territory shall be temporarily zoned pursuant to Wis. Stat. §66.0217(8) in the PB, Planned Business Zoning District.
4. Those lands comprising the Subject Territory shall require the creation of City of Lake Geneva voting Ward 15 included within Supervisory District 7 of Walworth County and the Aldermanic District 3 of the City of Lake Geneva.
5. This Ordinance, and the annexation hereby effected, shall be in full force and effect from and after its passing and posting.
6. The City Clerk shall immediately, after the final enactment hereof, file such certified copies with all parties as required by State Statute to be so served.
7. All ordinances or parts of ordinances inconsistent with or contravening the provisions of this Ordinance are hereby repealed.

That this ordinance shall take effect upon passage and publication, as provided by law.

Approved by the City of Lake Geneva Common Council on this 23rd day of August, 2021.

Council Action: ☐ **Adopted** ☐ **Failed** **Vote** _____

Mayoral Action: ☐ **Accept** ☐ **Veto**

Charlene Klein, Mayor

Date

Attest:

Lana Kropf, City Clerk

Date

EXHIBIT A

Legal Description

A parcel of land located in the Northeast $\frac{1}{4}$ of Section 25, Township 2 North, Range 17 East, Town of Geneva, Walworth County, Wisconsin, described as follows: Commencing at the Northeast corner of Section 25; thence West 1596.00 feet; thence South 1 degree 30' West, 1165.48 feet to the place of beginning; thence North 89 degrees 51' West, 100 feet; thence South 848.17 feet; thence East 100 feet; thence North 850.52 feet to the point of beginning.

Tax Parcel No. J G 2500014A



Environmental Management Consulting, Inc.

July 27, 2021

Lake Geneva Public Library
Attn: Ms. Emily Kornak
918 W. Main Street
Lake Geneva, WI 53147

RE: Asbestos Abatement Project – Lake Geneva Public Library
EMC Project #: 2101691-02

Ms. Kornak:

Enclosed please find a notice to distribute for your upcoming abatement project. DSPS has adopted the OSHA Asbestos Standard 1926.1101. This standard mandates that prior to renovation, the building owner must notify the following persons of the presence, location and quantity of asbestos at the work site:

- Prospective employers applying or bidding work in or adjacent to the work area
- Employees in or adjacent to the work area
- On multi-employer work sites, all employers in or adjacent to the work area
- Tenants who will occupy the work area

This notification can be in writing or a personal communication.

In addition, the contractor has been requested to supply EMC with a series of pre-abatement and post abatement submittals. These submittals are designed for the protection of the building owner. The contract and specification state that 10% of the final contract amount should be withheld until all final submittals are approved by EMC. Please withhold payment until approved by EMC.

Finally, a contract for the specified work is attached. Please execute and send to the low bidder as follows:

**HOGAN ENVIRONMENTAL CLEANING
2815 BUELL DRIVE
EAST TROY, WI 53120**

The performance and payment bond is essential to protect the Lake Geneva Public Library. Upon receipt of the bond from the contractor, please forward a copy to EMC's attention. The Contractor should not begin any work until the bond is in hand.

Sincerely,

James P. Jozwiakowski
EMC

Enc:

Securing Safer Futures...

W 7748 Cty Hwy V, Lake Mills, WI 53551 ♦ 920.648.6343 Fax: 920.648-4370 ♦ www.emc-wi.com

ASBESTOS NOTIFICATION

Date:

To: Prospective Employers, Contractors, Tenants and Building Occupants

The Lake Geneva Public Library will be performing asbestos removal/repair operations in areas adjacent to where you may be performing work.

All asbestos work will strictly adhere to all Federal, State and Local regulations and be conducted in a safe manner. In addition, the Lake Geneva Public Library has contracted with a consultant to assist in monitoring the project to ensure a safe working environment.

Please contact the Building and Grounds Department with any questions.

Thank You.

2.5.2

CONTRACT

S.16.87 Wis. Stats.

Environmental Management Consulting, Inc.
W7748 County Highway V
Lake Mills, WI 53551-9643

Project No.: 210691-02
Contract No.: 1

THIS AGREEMENT, made this twenty-seventh day of July, 2021, by and between Lake Geneva Public Library, herein called "Owner", and Hogan Environmental Cleaning LLC, doing business as a partnership of the City of East Troy, County of Walworth, and State of Wisconsin, hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER, to commence and complete the construction described as follows:

WORK TO BE PERFORMED:

The Contractor shall perform all work as required by the Project Manual/Specification Package entitled " Project Manual, Asbestos Abatement Project, Lake Geneva Public Library," as prepared by Environmental Management Consulting, Inc. and dated June 29, 2021, which is attached hereto and incorporated herein by reference as though set forth at length herein. All addenda issued during the bidding period and acknowledged on the bid documents shall be part of this contract, and such addenda are attached hereto and incorporated herein by reference as though set forth at length herein.

CONTRACT SUM:

The Owner will pay the contractor in current funds for the performance of the above mentioned work, subject to additions and deductions by change order as provided in the contract documents, the contract sum of

**SIXTY-NINE THOUSAND FOUR HUNDRED FIFTY DOLLARS AND ZERO CENTS
(\$69,450.00)**

TIME:

The work to be performed under this contract shall comply strictly to the schedule stated in the project manual.

PAYMENT:

Based upon application for payment submitted to the Owner through the Project Manager by the Contractor, and certificates for payment issued by the Project Manager, payment will be made on the next scheduled payment cycle by the owner.

- Final 10% payment will be made upon receipt of all project submittals outlined in Section 3.8 of this manual.

Signed:

Owner Signature

Contractor Signature

Printed Name

Printed Name

Date

Date



Environmental Management Consulting, Inc.

July 27, 2021

Hogan Environmental Cleaning
Attn: John Hogan
2815 Buell Drive
East Troy, WI 53120

RE: Lake Geneva Public Library – Asbestos Abatement Project

Mr. Hogan:

Please be advised that Hogan Environmental Cleaning has been awarded EMC Project Number 210691-02, Base Bid No. 1, bid results are attached.

A contract for the subject work has been sent to the Owner. Upon receipt, please review, sign and forward to the owner as soon as possible. Please forward the following submittals to EMC's office per Section 2.6.2 of the specification one-week prior to the start date of the project.

<u>Check if a Required Submittal</u>	<u>Submittal</u>	<u>Check if Submitted</u>
<u> X </u>	Copy of appropriate notifications to State, Federal and Local Officials	<u> </u>
<u> X </u>	100% Performance Bond and Payment Bond in the amount of \$69,450.00 Send to EMC office before start of project	<u> </u>
<u> X </u>	Certificate of Insurance with the Lake Geneva Public Library named as additionally insured	<u> </u>

Securing Safer Futures...

W 7748 Cty Hwy V, Lake Mills, WI 53551 ◆ 920.648.6343 Fax: 920.648-4370 ◆ www.emc-wi.com

In addition, upon completion of the project, please forward the following post project submittals as soon as possible.

ASBESTOS ABATEMENT
FINAL PROJECT DOCUMENTATION

EMC PROJECT #: 210691-02

PROJECT NAME: Lake Geneva Public Library

CONTRACTOR NAME: Hogan Environmental Cleaning LLC

PROJECT START DATE: _____

PROJECT COMPLETION DATE: _____

_____ Final, revised notice of intent

_____ Worker, Supervisor State Certification Cards

_____ Performance and Payment Bond (if required)

_____ Daily Project Logs

_____ Final Waste Manifest signed by landfill

_____ Certificate of Insurance naming owner

I, hereby certify that all abatement work was done in complete compliance with all applicable Federal, State and Local Regulations. In addition, I certify that all specified ACM was abated and visually inspected by the contractor as per the specification and that the response action has been completed as per AHERA (when applicable). Finally, I certify that all ACM waste has been disposed of properly.

Authorized Representative of Abatement Contractor Date

Forward a complete package with all completed and signed waste manifest tickets or payment will be held.

Page 3

Your contact for this project will be James P. Jozwiakowski of EMC. He can be reached at the following numbers:

Office:	(920) 648-6343
Cellular:	(608) 444-2791
Fax:	(920) 648-4370

Please feel free to contact me if you should have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "James P. Jozwiakowski". The signature is fluid and cursive, with the first name "James" and last name "Jozwiakowski" clearly distinguishable.

James P. Jozwiakowski
Project Manager

cc: Lake Geneva Public Library

BID TALLY SHEET

CLIENT NAME: Lake Geneva Public Library Board of Trustees

ASBESTOS ABATEMENT PROJECT: Lake Geneva Public Library #210691-02

BID OPENING DATE/TIME: 2:00 PM on Thursday, July 22, 2021

PERSONS PRESENT: Emailed Bids

BIDS	CONTRACTOR	CONTRACTOR	CONTRACTOR	CONTRACTOR	CONTRACTOR
	INTEGRITY ENVIRONMENTAL SERVICES, INC.	HOGAN ENVIRONMENTAL CLEANING	ROBINSON BROTHERS ENVIRONMENTAL	BALESTRIERI ENVIRONMENTAL & DEVELOPMENT	DIRTY DUCTS ENVIRONMENTAL
BASE BID NO. 1: All work in Areas 1 and 2	\$75,625.00	\$69,450.00	\$76,115.00	\$98,210.00	No Bid
ALTERNATE UNIT PRICE: Per TSI Fitting	\$20.50	\$27.00	\$22.00	\$20.00	No Bid
ALTERNATE UNIT PRICE: Per Linear Foot	\$10.50	\$14.00	\$16.00	\$20.00	No Bid
ALTERNATE UNIT PRICE: Per All-Inclusive Man Hour	\$80.00	\$80.00	\$75.00	\$72.00	No Bid
ALTERNATE UNIT PRICE: Per Additional Mobilization	\$350.00	\$300.00	\$300.00	\$1,850.00	No Bid



BID FORM

BID DUE DATE: 2:00 PM ON THURSDAY, JULY 22, 2021

(XIX)

(cross out inapplicable)

13

ADDENDUM RECEIPT

We acknowledge receipt of the following Addendum:

Addendum No. <u>1</u>	Dated <u>07/13/2021</u>
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

Prior to signing, bidder shall read all instructions to bidders and articles contained within Project Manual/Specification Package to avoid invalidating this bid.

Hogan Environmental Cleaning LLC (HEC)

Firm Name

2815 Buell Drive East Troy, WI 53120

Address

(815) 675-6683

Area Code/Telephone Number



Signature of Bidder

President

Title

(Seal, if bid is by a Corporation)

Date 07/22/2021

4.2

AFFIDAVIT

ENVIRONMENTAL MANAGEMENT CONSULTING, INC.

The Signatory, being duly sworn, does depose and say the undersigned is an authorized representative of

Hogan Environmental Cleaning LLC (HEC)

(Name of Firm)

located at 2815 Buell Drive East Troy, WI 53120
(Address)

hereinafter referred to as "Bidder" and does hereby affirm to have personal knowledge of the following:

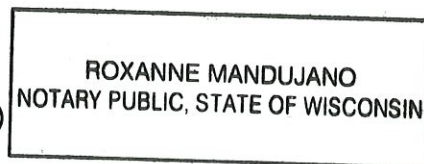
1. That said Bidder has examined the drawings and specifications, carefully prepared the bid form, and has checked the same in detail before submitting said bid; and that said Bidder, or the agents, officers, or employees thereof, have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.
2. That all of said work will be performed at the Bidder's own proper cost and expense, that the Bidder will furnish all necessary materials, labor, tools, machinery, apparatus, and other means of construction in the manner provided in the applicable specifications, and at the time stated in the contract of which this Affidavit will become a part, if and when accepted.

(Signed By) John Hogan John Hogan, President

Subscribed to and Sworn before me

This 22nd day of July, 2021

Roxanne Mandujano (Signature)
(Notary Public)



Roxanne Mandujano (Typed Name of Notary Public)

My commission expires 10/01, 2024



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/28/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hub International Midwest West 1411 Opus Place Suite 450 Downers Grove IL 60515	CONTACT NAME: CSU Construction	FAX (A/C, No):	
	PHONE (A/C, No, Ext): 630-468-5600	E-MAIL ADDRESS: CSUConstruction@hubinternational.com	
INSURED Hogan Environmental Cleaning, LLC P.O. Box 280 Genoa City WI 53128	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Nautilus Insurance Company		17370
	INSURER B: Great Divide Insurance Company		25224
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:** 111616948**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:		ECP2033741	12/21/2020	12/31/2021	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
						PD DEDUCTIBLE	\$ 5,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		BAP2033725	12/21/2020	12/21/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ RETENTION \$ 0	☒ OCCUR ☐ CLAIMS-MADE	FFX2033744	12/21/2020	12/31/2021	EACH OCCURRENCE	\$ 4,000,000
						AGGREGATE	\$ 4,000,000
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	WCA2033726	12/21/2020	12/31/2021	☒ PER STATUTE ☐ OTHER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	POLLUTION LIAB W/ MOLD		ECP2033741	12/21/2020	12/31/2021	LIMIT/PER OCC DED	\$1,000,000/\$25,000
A	PROFESSIONAL LIABILITY		ECP2033741	12/21/2020	12/31/2021	LIMIT/PER CLAIM DED	\$1,000,000/\$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Proof of Insurance

CERTIFICATE HOLDER**CANCELLATION**

SAMPLE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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BID FORM

BID DUE DATE: 2:00 PM ON THURSDAY, JULY 22, 2021

(a joint venture)
(a corporation)
(a partnership)
(XXX)

(cross out inapplicable)

13

ADDENDUM RECEIPT

We acknowledge receipt of the following Addendum:

Addendum No. <u>1</u>	Dated <u>07/13/2021</u>
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

Prior to signing, bidder shall read all instructions to bidders and articles contained within Project Manual/Specification Package to avoid invalidating this bid.

Hogan Environmental Cleaning LLC (HEC)

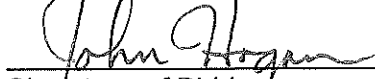
Firm Name

2815 Buell Drive East Troy, WI 53120

Address

(815) 675-6683

Area Code/Telephone Number



Signature of Bidder

President

Title

(Seal, if bid is by a Corporation)

Date 07/22/2021

4.2

AFFIDAVIT

ENVIRONMENTAL MANAGEMENT CONSULTING, INC.

The Signatory, being duly sworn, does depose and say the undersigned is an authorized representative of

Hogan Environmental Cleaning LLC (HEC)

(Name of Firm)

located at 2815 Buell Drive East Troy, WI 53120
(Address)

hereinafter referred to as "Bidder" and does hereby affirm to have personal knowledge of the following:

1. That said Bidder has examined the drawings and specifications, carefully prepared the bid form, and has checked the same in detail before submitting said bid; and that said Bidder, or the agents, officers, or employees thereof, have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.
2. That all of said work will be performed at the Bidder's own proper cost and expense, that the Bidder will furnish all necessary materials, labor, tools, machinery, apparatus, and other means of construction in the manner provided in the applicable specifications, and at the time stated in the contract of which this Affidavit will become a part, if and when accepted.

(Signed By) _____

John Hogan

John Hogan, President

Subscribed to and Sworn before me

This 22nd day of July, 2021

Roxanne Mandujano
(Notary Public)

(Signature)

ROXANNE MANDUJANO
NOTARY PUBLIC, STATE OF WISCONSIN

Roxanne Mandujano

(Typed Name of Notary Public)

My commission expires 10/01, 2024



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/28/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Hub International Midwest West 1411 Opus Place Suite 450 Downers Grove IL 60515		CONTACT NAME: CSU Construction PHONE (A/C, No, Ext): 630-468-5600 FAX (A/C, No): E-MAIL ADDRESS: CSUConstruction@hubinternational.com	
INSURED Hogan Environmental Cleaning, LLC P.O. Box 280 Genoa City WI 53128		INSURER(S) AFFORDING COVERAGE INSURER A: Nautilus Insurance Company INSURER B: Great Divide Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
ADDITIONAL INSURED HHSERV-01		NAIC # 17370 25224	

COVERAGES

CERTIFICATE NUMBER: 111616948

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:			ECP2033741	12/21/2020	12/31/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 PD DEDUCTIBLE \$5,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			BAP2033725	12/21/2020	12/21/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☒ RETENTIONS			FFX2033744	12/21/2020	12/31/2021	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WCA2033726	12/21/2020	12/31/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	POLLUTION LIAB W/ MOLD PROFESSIONAL LIABILITY			ECP2033741 ECP2033741	12/21/2020 12/21/2020	12/31/2021 12/31/2021	LIMIT/PER OCC DED \$1,000,000/\$25,000 LIMIT/PER CLAIM DED \$1,000,000/\$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Proof of Insurance

CERTIFICATE HOLDER

CANCELLATION

SAMPLE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 3rd day of August in the year 2021
(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Lake Geneva Public Library Board of Trustees
918 West Main Street
Lake Geneva, WI 53147

and the Contractor:

(Name, legal status, address and other information)

Selzer-Ornst Construction Company
6222 West State Street
Milwaukee, WI 53213

for the following Project:

(Name, location and detailed description)

Lake Geneva Public Library Safety Renovations
918 West Main Street
Lake Geneva, WI 53147
Renovations of to an existing public library, 9,000 square feet

The Architect:

(Name, legal status, address and other information)

FEH Associates, Inc. DBA FEH Design
1241 Corporate Center Drive
Oconomowoc, WI 53066

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda 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:

(Check one of the following boxes.)

- ☒ 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 the date of this Agreement.

§ 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:

(Check one of the following boxes and complete the necessary information.)

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

[X] By the following date: 21 January, 2022

§ 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:

Portion of Work	Substantial Completion Date
Not Applicable	

§ 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 Eight hundred and seventy thousand, eight hundred and ninety-three dollars (\$ 870,893.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Not Applicable	

§ 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.)

Item	Price	Conditions for Acceptance
Not Applicable		

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
Construction Contingency	50,000

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
#1 4x8 Engraved Brick Paver Units	Each	\$32.00
#2 8x8 Engraved Brick Paver Units	Each	\$61.00

§ 4.5 Liquidated damages, if any:

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

Not Applicable

§ 4.6 Other:

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

Not Applicable

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 ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the first day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the thirtieth day of the same 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 sixty (60) days after the Architect receives the Application for Payment.

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

§ 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.

§ 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 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 suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably 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 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.)

5 percent from the completed work until is Substantially Complete, as determined by the Architect.

Init.

§ 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 5.1.7.3, 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

§ 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:

§ 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.

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

3 % per annum

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

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.)

§ 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.

ARTICLE 7 TERMINATION OR SUSPENSION

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

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 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.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 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)

Emily Kornak
918 W. Main Street
Lake Geneva, WI 53147
ekornak@lakegeneva.lib.wi.us

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Matthew Tadisch
6222 W State St
Milwaukee, WI 53213
matt@selzer-ornst.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall 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 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, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, 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.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .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

The construction and bidding drawings dated June 18, 2021

Number	Title	Date
--------	-------	------

.6 Specifications

The project specifications manual dated June 18, 2021

Section	Title	Date	Pages
---------	-------	------	-------

.7 Addenda, if any:

Number	Date	Pages
Addendum #1	July 2, 2021	22
Addendum #2	July 15, 2021	4

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.)

Init.

Subcontractors
HVAC -
Plumbing -
Electrical -
Masonry - Artega
Concrete - Titan Building Co.
Landscaping - Breezy Hill Nursery
Stained Glass - Gilbertson's Stained Glass Studio

- ☐ 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:

Title	Date	Pages
-------	------	-------

- ☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

.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.)

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

OWNER (Signature)

Dennis Lyon President, Board of Trustees
(Printed name and title)

CONTRACTOR (Signature)

Matthew Tadischi, President & CEO
(Printed name and title)

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 12:04:55 ET on 08/03/2021.

PAGE 1

AGREEMENT made as of the 3rd day of August in the year 2021

...

Lake Geneva Public Library Board of Trustees
918 West Main Street
Lake Geneva, WI 53147

...

Selzer-Ornst Construction Company
6222 West State Street
Milwaukee, WI 53213

...

Lake Geneva Public Library Safety Renovations
918 West Main Street
Lake Geneva, WI 53147
Renovations of to an existing public library, 9,000 square feet

...

FEH Associates, Inc. DBA FEH Design
1241 Corporate Center Drive
Oconomowoc, WI 53066

PAGE 2

☒ The date of this Agreement.

PAGE 3

☒ By the following date: 21 January, 2022

...

Not Applicable

...

§ 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 Eight hundred and seventy thousand, eight hundred and ninety-three dollars (\$ 870,893.00), subject to additions and deductions as provided in the Contract Documents.

...

Not Applicable

...

Not Applicable

...

Construction Contingency 50,000

...

<u>#1 4x8 Engraved Brick Paver Units</u>	<u>Each</u>	<u>\$32.00</u>
<u>#2 8x8 Engraved Brick Paver Units</u>	<u>Each</u>	<u>\$61.00</u>

...

Not Applicable

...

Not Applicable

PAGE 4

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the first day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the thirtieth day of the same 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 sixty (60) days after the Architect receives the Application for Payment.

...

5 percent from the completed work until is Substantially Complete, as determined by the Architect.

PAGE 5

3 % per anum

PAGE 6

☒ [X] Litigation in a court of competent jurisdiction

...

Emily Kornak
918 W. Main Street
Lake Geneva, WI 53147
ekornak@lakegeneva.lib.wi.us

...

Matthew Tadisch
6222 W State St
Milwaukee, WI 53213
matt@selzer-ornst.com

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The construction and bidding drawings dated June 18, 2021

...

The project specifications manual dated June 18, 2021

...

<u>Addendum #1</u>	<u>July 2, 2021</u>	<u>22</u>
<u>Addendum #2</u>	<u>July 15, 2021</u>	<u>4</u>

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Subcontractors

HVAC -

Plumbing -

Electrical -

Masonry - Artega

Concrete - Titan Building Co.

Landscaping - Breezy Hill Nursery

Stained Glass - Gilbertson's Stained Glass Studio

...

Dennis Lyon President, Board of Trustees

Matthew Tadisch; President & CEO

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , 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 12:04:55 ET on 08/03/2021 under Order No. 9588769426 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)

AIA® Document A101® – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the 3rd day of August in the year 2021
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

Lake Geneva Public Library Safety Renovations
918 West Main Street, Lake Geneva, WI 53147

THE OWNER:
(Name, legal status and address)

Lake Geneva Public Library Board of Trustees
918 West Main Street, Lake Geneva, WI 53147

THE CONTRACTOR:
(Name, legal status and address)

Selzer-Ornst Construction Company
6222 West State Street, Milwaukee, WI 53213

TABLE OF ARTICLES

- A.1 GENERAL
- A.2 OWNER'S INSURANCE
- A.3 CONTRACTOR'S INSURANCE AND BONDS
- A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ A.2.2 Liability Insurance

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

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.

This document is intended to be used in conjunction with AIA Document A201®–2017, General Conditions of the Contract for Construction. Article 11 of A201®–2017 contains additional insurance provisions.

§ A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 **Causes of Loss.** The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss

Sub-Limit

§ A.2.3.1.2 **Specific Required Coverages.** The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage

Sub-Limit

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 **Deductibles and Self-Insured Retentions.** If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 **Occupancy or Use Prior to Substantial Completion.** The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ A.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

- ☐ **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.
- ☐ **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.
- ☐ **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.
- ☐ **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.
- ☐ **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.
- ☐ **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.
- ☐ **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

- ☐ **§ A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach,

Init.

including costs of investigating a potential or actual breach of confidential or private information.
(Indicate applicable limits of coverage or other conditions in the fill point below.)

[] § A.2.5.2 Other Insurance

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

Coverage

Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million (\$ 1,000,000) each occurrence, Two Million (\$ 2,000,000) general aggregate, Two Million (\$ 2,000,000) aggregate for products-completed operations hazard, One Million (\$1,000,000) personal and advertising injury limit, One Hundred Thousand (\$100,000) damage to a premises rented to you limit, and Five Thousand (\$5,000) medical payments providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;

- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One Million (\$ 1,000,000) Combined Single Limit, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than Five Hundred Thousand (\$ 500,000) each accident, Five Hundred Thousand (\$ 500,000) each employee, and Five Hundred Thousand (\$ 500,000) policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.2.13 Umbrella or Excess Liability with policy limits not less than Five Million (\$ 5,000,000) each occurrence/aggregate limit.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

- [] § A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

- [] § A.3.3.2.2 **Railroad Protective Liability Insurance**, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for Work within fifty (50) feet of railroad property.
- [] § A.3.3.2.3 **Asbestos Abatement Liability Insurance**, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.
- [] § A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.
- [] § A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

[] **§ A.3.3.2.6 Other Insurance**
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits

§ A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	\$870,893.00
Performance Bond	\$870,893.00

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

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

Commercial General Liability policy shall be written on an occurrence form using ISO form CG 00 01 or equivalent form.

Policy shall include the following endorsements:

ISO endorsement CG 20 10 or equivalent endorsement naming the Lake Geneva Public Library Board of Trustees , its board members, employees and agents as an additional insured.

ISO endorsement CG 20 32 or equivalent endorsement naming Project Engineers, Architects and Surveyors as an additional insured.

Architect: FEH Design
Engineer: Henneman Engineering, Inc.

ISO endorsement CG 20 37 or equivalent endorsement naming the Lake Geneva Public Library Board of Trustees , its board members, employees and agents as an additional insured for completed operations. This endorsement shall be maintained for a minimum of two years after completion and acceptance of the project by the Lake Geneva Public Library Board of Trustees .

ISO Endorsement CG 20 01 or equivalent endorsement indicating additional insured status for the Lake Geneva Public Library Board of Trustees , its board members, employees and agents is primary and non-contributory.

ISO endorsement CG 25 03 or equivalent endorsement, Designated Construction Project(s) General Aggregate Limit.

ISO endorsement CG 24 04 or equivalent endorsement, Waiver of Transfer of Rights of Recovery Against Others to Us, naming the Lake Geneva Public Library Board of Trustees .

Business auto liability shall be written on ISO form CA 00 01 or equivalent form.

Policy shall include Symbol 1 (Any Auto). If no owned autos, hired and non-owned auto liability is acceptable.

ISO endorsement CA 20 32 or equivalent endorsement naming Project Engineers, Architects and Surveyors as an additional insured.

Architect: FEH Design
Engineer: Henneman Engineering, Inc.

Include ISO endorsement CA 04 44 or equivalent endorsement, Waiver of Transfer of Rights of Recovery Against Others to Us, naming the Lake Geneva Public Library Board of Trustees .

Include ISO endorsement CA 99 48, Pollution Liability - Broadened Coverage for Covered Autos, or equivalent endorsement if the Contractor has vehicles that transport fuel onto Lake Geneva Public Library Board of Trustees property.

Workers Compensation shall include the following endorsement: WC 0003 13, Waiver of Our Right to Recover from Others, in favor of the Lake Geneva Public Library Board of Trustees .

ISO endorsement CG 20 32 or equivalent endorsement naming Project Engineers, Architects and Surveyors as an additional insured.

Architect: FEH Design
Engineer: Henneman Engineering, Inc.

Sole Proprietors, Partners and Members must be included for coverage. Executive Officers may not be excluded from coverage.

Additions and Deletions Report for AIA® Document A101® – 2017 Exhibit A

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PAGE 1

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...

Lake Geneva Public Library Safety Renovations
918 West Main Street, Lake Geneva, WI 53147

...

Lake Geneva Public Library Board of Trustees
918 West Main Street, Lake Geneva, WI 53147

...

Selzer-Ornst Construction Company
6222 West State Street, Milwaukee, WI 53213

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§ **A.3.2.2.1** Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million (\$ 1,000,000) each occurrence, Two Million (\$ 2,000,000) general aggregate, ~~and—(\$ Two Million (\$ 2,000,000)~~ aggregate for products-completed operations hazard, One Million (\$1,000,000) personal and advertising injury limit, One Hundred Thousand (\$100,000) damage to a premises rented to you limit, and Five Thousand (\$5,000) medical payments providing coverage for claims including

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§ **A.3.2.3** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than ~~(\$) per accident,~~ One Million (\$ 1,000,000) Combined Single Limit, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

...

§ **A.3.2.6** Employers' Liability with policy limits not less than Five Hundred Thousand (\$ 500,000) each accident, Five Hundred Thousand (\$ 500,000) each employee, and Five Hundred Thousand (\$ 500,000) policy limit.

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§ **A.3.2.13** Umbrella or Excess Liability with policy limits not less than Five Million (\$ 5,000,000) each occurrence/aggregate limit.

PAGE 7

Payment Bond	<u>\$870,893.00</u>
Performance Bond	<u>\$870,893.00</u>

...

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Policy shall include the following endorsements:

ISO endorsement CG 20 10 or equivalent endorsement naming the Lake Geneva Public Library Board of Trustees , its board members, employees and agents as an additional insured.

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Architect: FEH Design

Engineer: Henneman Engineering, Inc.

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ISO Endorsement CG 20 01 or equivalent endorsement indicating additional insured status for the Lake Geneva Public Library Board of Trustees , its board members, employees and agents is primary and non-contributory.

ISO endorsement CG 25 03 or equivalent endorsement, Designated Construction Project(s) General Aggregate Limit.

ISO endorsement CG 24 04 or equivalent endorsement, Waiver of Transfer of Rights of Recovery Against Others to Us, naming the Lake Geneva Public Library Board of Trustees .

Business auto liability shall be written on ISO form CA 00 01 or equivalent form.

Policy shall include Symbol 1 (Any Auto). If no owned autos, hired and non-owned auto liability is acceptable.

ISO endorsement CA 20 32 or equivalent endorsement naming Project Engineers, Architects and Surveyors as an additional insured.

Architect: FEH Design

Engineer: Henneman Engineering, Inc.

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ISO endorsement CG 20 32 or equivalent endorsement naming Project Engineers, Architects and Surveyors as an additional insured.

Architect: FEH Design

Engineer: Henneman Engineering, Inc.

Sole Proprietors, Partners and Members must be included for coverage. Executive Officers may not be excluded from coverage.

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Lake Geneva Public Library Safety Renovations
918 West Main Street, Lake Geneva, WI 53147

THE OWNER:

(Name, legal status and address)

Lake Geneva Public Library Board of Trustees
918 West Main Street, Lake Geneva, WI 53147

THE ARCHITECT:

(Name, legal status and address)

FEH Associates, Inc DBA FEH Design
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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. The Contract Documents also include the bidding requirements (Notice to Bidders and Instruction to Bidders). Unless specifically enumerated in the agreements, the Contract Documents do not include sample forms and the Contractor's Bid Form. The Contract Documents executed or identified in accordance with Subparagraph 1.5.1 shall prevail in case of an inconsistency with subsequent versions made through manipulatable electronic operations involving computers.

§ 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 Contract Documents shall be signed by the Owner and Contractor. If either the Owner or Contractor or both do not sign all the Contract Documents, the Architect shall identify such unsigned Documents. No Contract shall be formed between parties until all Contract Documents are executed by both parties.

§ 1.1.3 The Work

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

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 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 be liable for results of interpretations or decisions rendered in good faith.

§ 1.1.9 Terms

The terms indicated below shall be defined as having the meanings assigned to them as follows:

- .1 Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work, but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.
- .2 Furnish: To supply and deliver, unload, inspect for damage.
- .3 Install: To unpack, assemble, erect, apply, place, finish, cure, protect, clean, and make ready for use.
- .4 Provide: To furnish and install
- .5 Substitute the word >Architect/Engineer= for >Architect= each time the latter word appears.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. In the case of an inconsistency between Drawings and Specifications, or within either Document itself, not clarified by Addendum, the better quality or greater quantity of Work shall be provided in accordance with the Architect's interpretation. In any case of discrepancy, the facts are to be brought to the attention of the Architect for a decision or interpretation.

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

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

§ 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 Sections of Division 1 - General Requirements govern the execution of the Work of all sections of the specifications.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

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

§ 1.4.1 In the event of conflict among the various provisions of the Contract Documents, the terms shall be interpreted in the following order of propriety:

- .1 Modifications to the Contract
- .2 The Contract
- .3 Special Conditions
- .4 General Conditions

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

§ 1.5.1 Design Documents or other Instruments of Service are Owner's exclusive property. Owner retains all common law, statutory and other reserved rights in the Design Documents or other Instruments of Service, including all copyrights in and to Design Documents and other Instruments of Service. Contractor, Subcontractors, Sub subcontractors, and material or equipment suppliers shall not own or claim copyright in Design Documents or other

Instruments of Service. Submittal or distribution to meet official regulatory requirements, or for other purposes in connection with Project are not to be construed as publication in derogation of Owner's reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and 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 if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The Architect/Engineer may, with the concurrence of the Owner, furnish to the Contractor versions of Instruments of Service in electronic form. The Contract Documents executed or identified in accordance with Subparagraph 1.5.1 shall prevail in case of an inconsistency with subsequent versions made through manipulatable electronic operations involving computers.

§ 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.

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 a 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.

(Paragraphs deleted)

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor 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 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. The Contractor shall compare information furnished by the Owner (including surveys and soil tests with observable physical conditions) and the Contract Documents and on the basis of such review, shall report to the Owner and Architect any conflicts, errors or omissions. Contractor shall be responsible for any additional costs, delays and damages resulting from the Contractor's failure to immediately report any such errors, inconsistencies or omissions.

§ 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.

(Paragraph deleted)

§ 2.3.6 The Owner will furnish the Contractor, free of charge, as many copies of Contract Documents as can be allocated for this use from quantities returned by Bidders. Contractor may purchase additional copies at the cost of reproduction, postage, and handling. .

§ 2.4 Owner's Right to Stop the Work

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 to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

§ 2.5.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a seven (7) day period, or such shorter time period as may be reasonable under circumstances, after receipt of written notice from the Owner to the Contractor, to commence and continue correction of such default or neglect with diligence and promptness, the Owner may notify the Surety and request it to assume the obligations of the Contractor within seven (7) days following receipt by Contractor and Surety of written notice or the Owner may, without prejudice to any other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order or Construction Change Directive shall be issued deducting from the payments then or thereafter due the Contractor, the cost of correction of such deficiencies, including reasonable attorney's fees and compensation for the Architect/Engineer's additional services incurred as result of such default, neglect or failure. Such action by Owner, and amounts charged to the Contractor are both subject to prior concurrence with Architect/Engineer. If current or future payments thereafter due Contractor are not sufficient to cover such amounts, Contractor, or Surety, shall pay difference to Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor 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. Contractor shall at request of Owner prior to execution of Agreement and promptly from time to time as requested by the Owner, thereafter furnish Owner an update and current financial statement and/or Contractor Qualification Statement on AIA Document A305.

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

§ 3.1.2.1 The Contractor shall supervise and direct Work in excellent and workmanlike manner, complete the work and everything properly incidental thereto as stated in the Project Manual and Drawings or reasonably implied therefrom and otherwise in accordance with Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor. The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor. To the extent permitted by law, the Contractor waives any rights, claims, or causes of action against Owner as a result of activities or duties or intentional or negligent misconduct by the Architect in the Architect's administration of the Contract, or representations made by Architect/Engineer in Instruments of Service.

§ 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. The Contractor also represents that all Contract Documents for the Project have been examined; including those intended for work of trades not normally performed by the Contractor's own forces, and that it has become thoroughly familiar with all conditions which may pertain to or affect the Work under the Contract.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, including any ordering of materials carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. Any costs associated with Contractor's failure to immediately notify the Architect and the Owner of items listed above shall be borne by the Contractor.

§ 3.2.3 The Contractor must take field measurements and verify Site conditions, and must carefully compare such field measurements and Site conditions and other information known to the Contractor with the Contract Documents, before ordering any material or doing any Work at the Site.

§ 3.2.4 Contractor shall make frequent inspections during progress of Work to confirm that Work previously performed by Contractor is in compliance with Contract Documents and applicable laws and regulations bearing on performance of Work and Referenced Standards and that portion of Work previously performed by Contractor or by others are in proper condition to receive subsequent Work.

§ 3.2.5 If the Contractor believes that any portions of the Contract Documents do not comply with applicable laws, statutes, ordinances, building codes, and rules and regulations, or any orders by code enforcement officials or the Owner or its designee acting in the capacity of building code inspectors or Referenced Standards, the Contractor must promptly notify the Owner and the Architect of the non-compliance as provided in Section 3.2.6 and request direction before proceeding with the affected Work.

§ 3.2.6 Contractor shall promptly notify Owner and Architect/Engineer in writing of any apparent errors, inconsistencies, omission, ambiguities, construction impracticalities or code violations discovered as result of Contractor's review of Contract Documents including any differences between actual and indicated dimensions, locations and descriptions, and shall give Owner and Architect/ Engineer timely notice in writing of same and any corrections, clarifications, additional Drawings or Specifications, or other information required to define Work in greater detail or to permit proper progress of Work. Contractor shall provide similar notice with respect to any variance between its review of Site and physical data and Site conditions observed.

§ 3.2.7 If Contractor performs any Work involving an apparent error, inconsistency, ambiguity, construction impracticality, omission or code violation in Contract Documents of which Contractor is aware, or which could reasonably have been discovered by review required by Section 3.2, without promptly written notice to Owner and Architect/Engineer and request for correction, clarification or additional information, as appropriate, Contractor does so at its own risk and expense and all claims relating thereafter are specifically waived.

§ 3.2.8 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect/Engineer for evaluating and responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where the requested information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, or other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 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.

§ 3.3.4 The Contractor acknowledges that it is Contractor's responsibility to hire all personnel for the proper and diligent prosecution of the Work and the Contractor shall use its best efforts to maintain labor peace for the duration of the Project. In the event of a labor dispute, the Contractor shall not be entitled to any increase in the Contract Sum.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Work required by the Contract Documents to be performed after working hours or work the Contractor elects to perform after hours shall be completed at no additional cost to the Owner.

§ 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 After the Contract has been executed, the Architect, Owner, and Contractor shall function as a team to evaluate, review and consider substitution of products in place of those specified under the conditions set forth by the Architect.

§ 3.4.2.2 After the Contract has been executed, the Owner and Architect/Engineer may consider requests for the substitution of products in place of those specified. The Owner and Architect/Engineer may, but are not obligated to, consider only those substitution requests that are in full compliance with the conditions set forth in the General Requirements (Division 1 of the Specifications). By making requests for substitutions, the Contractor:

- .1 represents that it has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
- .2 represents that it will provide the same warranty for the substitution as it would have provided for the product specified;
- .3 certifies that the cost data presented is complete and includes all related costs for the substituted product and for Work that must be changed as a result of the substitution, except for the Architect/Engineer's redesign costs, and waives all claims for additional costs related to the substitution that subsequently become apparent; and
- .4 Agrees that it shall, if the substitution is approved, coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

§ 3.4.2.3 The Owner shall be entitled to reimbursement from the Contractor for amounts paid to the Architect/Engineer for reviewing the Contractor's proposed substitutions and making agreed-upon changes in the Drawings and Specifications resulting from such substitutions.

§ 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. Persons permitted to perform Work under Contractor or any Subcontractor shall meet all employment eligibility, safety training, security or drug/alcohol testing requirements required by law or by Owner. Any person not complying with all such requirements shall be immediately removed from the site.

§ 3.5 Warranty

(Paragraph deleted)

§ 3.5.1 Contractor shall warrant to Owner that materials and equipment furnished under Contract will be of good quality and new unless otherwise required or permitted by Contract Documents, that workmanship will be free from defects not inherent in quality required or permitted, that workmanship will comply with all applicable laws, building codes, rules and regulations, and that workmanship will conform to requirements of Contract Documents..

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.5.3 The Contractor's general warranty and any additional or special warranties are not limited by the Contractor's obligations to specifically correct defective or nonconforming Work as provided in Article 12, or are they limited by any other remedies provided in the Contract Documents. The Contractor shall also be liable for any damage to property or persons (including death) including consequential and direct damages relating to any breach of the Contractor's general warranty or any additional or special warranties required by the Contract Documents.

§ 3.5.4 The Contractor shall furnish all special warranties required by the Contract Documents to the Owner no later than Substantial Completion. The Owner may require additional special warranties in connection with the approval of "Or-Equals" or Substitutions, Allowance items, Work that is defective or nonconforming, or the acceptance of nonconforming Work pursuant to Article 12.

§ 3.5.5 In case of work performed by Subcontractors and where warranties are required, secure warranties from said Subcontractors addressed to and in favor of the Owner. Deliver copies of same to Architect upon completion of work. Delivery of said warranties shall not relieve the Contractor from any obligations assumed under any other provision of contract.

§ 3.6 Taxes

§ 3.6.1 Wisconsin Use Taxes shall be paid on all supplies and materials used in, and made component parts of, the Project.

§ 3.6.2 Wisconsin Sales Taxes shall not be paid on qualified building materials purchased, or withdrawn from inventory, which will be incorporated into real property for Project.

§ 3.6.3 The Owner is a designated exempt entity and will complete an online application to register this Contract with the Wisconsin Department of Revenue. The Owner will distribute Tax Exemption Certificates and Authorization

Letters to the Contractor and all Subcontractors who have been identified at, or before filing of the Performance Bond. Refer to Wisconsin Department of Revenue publications available at <https://www.revenue.wi.gov/>.

§ 3.6.4 At or before the time the Performance Bond is filed, Contractor shall provide a listing to the Owner identifying all Subcontractors. Listing shall indicate company name, address, telephone number, fax number, contact name, and Employer ID # for Contractor and each Subcontractor. Contractor and Subcontractors shall make copies of the Tax Exemption Certificate and provide to each supplier providing construction material, a copy of the Tax Exemption Certificate. This Certificate will allow the Contractor and Subcontractors to purchase qualified building materials free from sales tax for the Project. The Tax Exemption Certificate and Authorization Letter have been developed exclusively for this purpose and are applicable only for the specific Project under this Contract.

§ 3.6.5 Contractor shall be responsible for informing themselves of tax laws, requirements, regulations, and interpretations as they apply to this Project.

§ 3.6.6 Contractor shall maintain all records, invoices, receipts, or other accounting data regarding material purchases and shall allow, upon written request of Owner, and within reasonable time frame after receipt of such request, Owner to audit such records to verify tax savings. If audit reveals taxes paid or savings not transferred to Owner, Contractor shall be liable to Owner for those amounts and Owner may back charge Contractor for those amounts if balance of funds due and payable remains at time of such discovery.

- .1 Contractor shall require all Subcontractors of any tier to maintain all records, invoices, receipts, or other account data regarding material purchases. Contractor shall collect such records with each application for payment if receives from its Subcontractors and shall maintain such records in same manner and location as Contractor's records.
- .2 Contractor shall ensure its Subcontractors and any lower-tier Subcontractors including these obligations in their contracts and bind themselves in same manner as Contractor is bound to Owner.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise specified in the Contract Documents, the Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses, and inspections, including storm water permits, necessary for proper execution and completion of the Work which are legally required when bids are received or negotiations concluded. If applicable, Contractor shall file Notice of Intent for NPDES Coverage Under General Permit, file and implement Storm Water Pollution Prevention Plan (SWPPP), maintain pollution prevention devices, and file Notice of Discontinuation upon stabilization of site for storm water run-off associated with Project. Refer to Wisconsin Department of Natural Resources publications regarding storm water management; available at <https://dnr.wisconsin.gov/> or call 1-888-936-7463 for filing requirements. Contractor shall also pay for governmental inspection fees associated with Storm Water Pollution Prevention Plan.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor, or any of its Subcontractors, 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 in writing, stating the reasons. Failure to properly register a claim within

the 21-day period shall be grounds for denial of the claim. 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 knowingly encounters and recognizes human remains or recognizes the existence or good faith belief of such 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.

§ 3.7.6 The Contractor is responsible for scheduling inspections related to the performance of its Work and ensuring Work is complete for inspections. Any costs associated with reinspections caused by irregularities, deficiencies or non-conforming Work will be borne by the responsible contractor including all Architectural and Engineering Services related to evaluation of the problem and development of an acceptable solution.

§ 3.7.7 The Contractor shall take note and comply with all governing laws, rules, and regulations affecting the Work. This may include, but is not limited to, such laws, rules, and regulations as:

- .1 Licensing of Contractors for special requirements, eg hazardous waste removal.
- .2 Requirements for special construction permits.
- .3 Exemption from sales tax, if applicable.
- .4 Wage rates and employment requirements when required by law or by Owner.
- .5 Local labor requirements.
- .6 Non-discriminatory hiring practices.

§ 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.

§ 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 attendance at the Project site at all times during performance of the Work, including work of the Contractor's subcontractors. Any change in superintendent personnel must be approved by the Owner. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Other communications shall be similarly confirmed on written request in each case. This individual shall be fluent in all languages necessary to communicate with Contractor's employees. Owner shall be furnished with the e-mail address and cell phone numbers for the Superintendent. The approved superintendent will work in this position until completion of the Work unless the superintendent shall no longer be in the Contractor's employ, or shall be released at the request of the Architect and/or Owner.

§ 3.9.2 The Contractor shall, within three (3) business days of the Owner's notification of an intent to award the Contract, submit to the Owner, and Architect/Engineer, the name and qualifications of the proposed superintendent(s) for review and approval. Within fourteen (14) days of receipt of the information, the Architect shall notify the

Contractor whether the Owner or Architect has reasonable objection to the proposed superintendent. When the superintendent(s) are approved, they shall not be removed without the Owner's written approval which will not be unreasonable withheld. The responsibility of the superintendent is to supervise, schedule, coordinate, and manage field operations.

§ 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.

§ 3.9.3.1 The Superintendent or Superintendents shall be thoroughly competent with full experience in all phases of the Work to be performed under this Contract. Anyone not deemed capable of directing all trades involved in the Work shall be replaced or supplemented immediately upon request, by someone who is satisfactory. After a satisfactory superintendent has been assigned, they shall not be withdrawn without the consent of the Architect and/or Owner.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, within ten (10) days of award of Contract, shall prepare and submit in its native electronic and graphic format, Owner's and Architect/ Engineer's approval Contractor's baseline construction schedule for Work. Schedule shall not exceed time limits current under Contract Documents, shall be revised at appropriate intervals as required by conditions of Work and Project, shall be related to entire Project to extent required by Contract Documents, or as requested by Owner or Architect/Engineer, and shall provide for expeditious and practicable execution of Work. Schedule at minimum shall demonstrate rate of work (ROW), availability dates, permits, submittals, working drawings, procurement, fabrication, delivery of materials, construction, and other activities necessary to complete Work. Thereafter, Contractor shall prepare and update construction schedule on at least a monthly basis a current Construction Schedule, if not more frequently at Owner's or Architect's request, to be submitted to Owner in graphic and native electronic format with each Application for Payment. Each update shall include narrative including:

- .1 Description of status of schedule.
- .2 Discussion of current and anticipated delays.
- .3 Discussion of progress of critical path activities.
- .4 Discussion of critical path for remainder of project.
- .5 Listing and discussion of logic changes and duration changes.

§ 3.10.2 Contractor shall prepare submittal schedule within fourteen (14) days after being awarded Contract and thereafter as necessary to maintain current submittal schedule. The Contractor shall submit schedule(s) for Architect/Engineer's approval. Architect/Engineer's approval shall not unreasonably be delayed or withheld. 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. Submittal schedule shall:

- .1 be coordinated with Contractor's construction schedule, and;
- .2 allow Architect/Engineer reasonable time to review submittals.

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

§ 3.11 Documents and Samples at the Site

Contractor shall maintain at site for Owner one copy of Drawings, Specifications, Addenda, Current Construction Schedule, Change Orders and other Modifications, in good order and marked currently to indicate field and similar required submittals. Contractor shall display current Construction Schedule at site for reference and reliance by Owner and Architect/Engineer. These shall be available to Architect/Engineer and shall be delivered to Architect/Engineer for submittal to Owner upon completion of Work as record of 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 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.

§ 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. The Contractor shall provide the Owner and the Architect with copies of all submittals made to regulatory agencies.

§ 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. Contractor shall correct at their cost, and without any adjustment in Contract time, any Work the correction of which is required due to Contractor's failure to obtain approval of submittal required to have been obtained prior to proceeding with Work, including, but not limited to, correction of any conflicts in Work resulting from such failure.

§ 3.12.8 The Work shall be in accordance with reviewed submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's review of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has taken appropriate action relative 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 omission in Shop Drawings, Product Data, Samples or similar submittals by the Architect's review 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 reasonably 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.

§ 3.12.11 The Architect/Engineer's and Consultant's review of Contractor's submittals will be limited to examination of an initial submittal and 1 resubmittal. Architect will notify the Contractor before beginning a further review that such review will result in additional cost to the Owner which can be charged back to Contractor. The Contractor shall reimburse the Owner for amounts paid to the Architect/Engineer for evaluation of additional resubmittals.

§ 3.13 Use of Site

§ 3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.13.2 Contractor shall perform the Work so as to cause a minimum of inconvenience to and interruption of the Owner's operations. Any and all interruptions of the operations of the Owner necessary for the performance of the Work shall be noted in the progress schedule and the Contractor shall additionally give the Owner sufficient advance notice of such interruption as to allow the Owner to adjust operations accordingly. Contractor's failure to give the Owner timely notice of such intentions shall place the responsibility of any resulting delays or additional costs solely with the Contractor.

§ 3.13.3 Except as may be specifically provided in the Contract Documents, the Contractor shall provide all necessary temporary facilities, including power, water, sanitation, scaffolding, storage, and security. If Owner makes any such facilities available to Contractor, it is without representation or warranty as to their adequacy for Contractor's use, and Contractor shall indemnify, defend, and hold Owner harmless from and against any claims arising out of Contractor's use of such facilities.

§ 3.13.4 The Contractor shall not bring or permit any subcontractor, supplier or anyone else for whom the Contractor is responsible, to bring on the site any asbestos, PCB's petroleum, hazardous waste or radioactive materials (except for proper use in performing the Work)

§ 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, Working Hours and Noise Ordinance

§ 3.15.1 Work will be performed in accordance with the Contract Documents, the Applicable Building Code, and other applicable law governing the Contractor's performance of the Work. No delays resulting from compliance with applicable laws or regulations may form the basis for any claim by the Contractor for delay damages or additional

compensation or for any extensions of the Contract Time. The Contractor must not permit work outside of hours established in the Contract Documents on a Saturday, Sunday or State or federal holiday without the written consent of the Owner, given after prior written notice to the Architect and any other applicable consultants; such consent, if given, may be conditioned upon payment by the Contractor of the Owner's, Architect's and any other applicable consultants' additional costs and fees, testing or regulatory agency costs incurred in monitoring such off hours Work. The Contractor must notify the Owner as soon as possible if Work must be performed outside such times in the interest of the safety and protection of persons or property at the Site or adjacent thereto, or in the event of an emergency. In no event shall the Contractor permit Work to be performed at the Site without the presence of the Contractor's superintendent and person responsible for the protection of persons and property at the Site and compliance with all applicable laws and regulations, if different from the superintendent.

§ 3.15.2 The Contractor must comply with any applicable Noise Ordinances and any successor or substitute provisions covering the regulation of noise levels. It is the duty of the Contractor to familiarize itself with those provisions and perform the Work in compliance with those provisions..

§ 3.15.3 The Contractor must keep the Site and adjacent areas free from accumulation of waste materials or rubbish caused by operations under the Contract, and must keep tools, construction equipment, machinery and surplus materials suitably stored when not in use. If the Contractor fails to do so in a manner reasonably satisfactory to the Owner or the Architect within forty-eight (48) hours after notice or as otherwise required by the Contract Documents, the Owner may clean the Site and back charge the Contractor for all costs associated with the cleaning. The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or 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.

§ 3.16 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 and the Architect/Engineer, and their agents, employees, and consultants from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from or in connection with the performance of the Work, provided that any such claim, damages, loss, or expense is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by the negligence or fault of a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity what would otherwise exist as to any party or person described in the Agreement.

§ 3.18.2 In any and all Claims against the Owner or the Architect/Engineer or any of their agents, employees, and consultants by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitations on the amount or types of damages, compensation or benefits payable by or for the Contractor or any subcontractor under the workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts.

§ 3.18.3 Claims, damages, losses, and expenses" as these words are used in this agreement shall include claims, damages, losses, or expenses of any sort whatsoever and shall also include, but not be limited to (1) injury or damage

consequent upon the failure of or use or misuses by Contractor, its Subcontractors, agents, servants, or employees, of any kind of equipment, whether or not the same be owned, furnished, or loaned by Owner; (2) all attorneys' fees and costs incurred in bringing an action to enforce the provisions of this indemnity or any other indemnity contained in the General Conditions, as modified by the Supplementary General Conditions; and (3) time expended by the parties being indemnified and employees, at their usual rates plus cost of travel, long distance telephone, and reproduction of documents.

§ 3.18.4 Contractor's indemnity obligations under this Paragraph 3.18 shall also specifically include, without limitation, all fines, penalties, damages, liability, costs, expenses (including, without limitation, reasonable attorneys' fees), and punitive damages (if any) arising out of, or in connection with, any (i) violation of or failure to comply with any law, statute, ordinance, rule, regulation, code, or requirement of a public authority that bears upon the performance of the Work by Contractor, Subcontractors, or any person or entity for whom either is responsible, (ii) means, methods, procedures, techniques, or sequences of execution or performance of the Work, and (iii) failure to secure and pay for permits, fees, approvals, licenses, and inspections as required under the Contract Documents, or any violation of any permit or other approval of a public authority applicable to the Work, by Contractor, Subcontractors, or any person or entity for whom either is responsible, but only to the extent caused by the negligent acts or omissions of Contractor, Design Consultants, Subcontractor, or any person or entity for whom either is responsible.

§ 3.18.5 In the event the Owner should prevail in any legal action arising out of the performance or non-performance of this Agreement, the Contractor shall pay, in addition to any damages, all expenses of such action including reasonable attorney's fees, all expert witness fees, costs, and litigation expenses incurred by the Owner, including those incurred on appeal. The term "legal action" shall be deemed to include any arbitration, administrative proceedings, and all actions at law or in equity, including appeals.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The "Architect" is defined in this Contract as the Engineer or Architect lawfully licensed by the State to practice architecture or engineering or an entity, licensed by the State to lawfully practice architecture or engineering identified as such in this Contract and as is referred to throughout the Contract documents as if singular in number. The term "Engineer," "Architect/Engineer," "Engineer/Architect," "Architect's authorized representative," "Engineer's authorized representative," or "Architect/Engineer's authorized representative" shall mean "Architect" as defined in this paragraph.

§ 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, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues 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, as a representative of the Owner, shall attend construction meetings and visit the site while Work is in progress not less often than as outlined in the Contract between Owner and Architect, or as otherwise mutually agreed to by the parties, to observe and evaluate the site and the Work; to become familiar with the progress and quality of the Work; and to determine whether the Work evaluated and observed is proceeding in accordance with the Contract Documents and construction schedule and whether there are defects or deficiencies in the Work evaluated and observed. On the basis of on-site observations and evaluations, the Architect shall keep the Owner reasonably informed of the progress and quality of the Work and its conformance with the Construction Documents and the construction schedule. 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, except as provided in Section 3.3.1.

§ 4.2.2.1 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect/Engineer for site visits made necessary by the fault of the Contractor or by defects and deficiencies of the Work.

§ 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

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall include the Architect in 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 relevant 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.

§ 4.2.4.1 All notices, demands, requests, instructions, approvals, proposals and claims must be in writing. Any notice or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the agreement (or at such other office as the contractor may from time to time designate in writing to the Owner), or if deposited in the United States mail in a sealed, postage-paid envelope or delivered with charges prepaid to any telegraph company for transportation, in each case addressed to such office.

§ 4.2.4.2 All papers required to be delivered to the Owner shall, unless otherwise specified in writing to the Contractor, be delivered to the office of FEH DESIGN, 604 E. Grand Avenue, Des Moines, IA 50309 and any notice to or demand upon the Owner shall be sufficiently given if so delivered, or if deposited in the United States mail in a sealed, postage prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to said Owner at such address, or to such other representatives of the Owner may subsequently specify in writing to the Contractor for such purpose.

§ 4.2.4.3 Any such notice shall be deemed to have been given as of the time of actual delivery of (in the case of mailing) when the same should have been received in due course of post, or in the case of telegrams, at the time of actual receipt, as the case may be.

§ 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 reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or 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.

§ 4.2.7.1 In no case will the Architect/Engineer's review period on any submittal be less than fifteen (15) calendar days after receipt of the submittal from the Contractor.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

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

§ 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 decisions 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, the Architect will endeavor to secure faithful performance by both Owner and Contractor, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 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.

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

§ 4.2.14.1 Contractor's requests for information shall be prepared and submitted in accordance with Division I General Requirements sections on form acceptable to Architect/Engineer. The Architect/Engineer will return without action requests for information that does not conform to requirements of the Contract Documents.

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, within 10 days 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. A list of Subcontractors

shall be submitted in duplicate on AIA Document G805, 2001 Edition. Contractor shall update this list throughout Project and keep Owner and Architect/Engineer advised of any new subcontractors employed.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required. Acceptance or rejection of any subcontractor shall not relieve the Contractor of performance of Work as called for under the Contract Documents, nor shall acceptance of a particular subcontractor be construed as acceptance of any particular purpose or material.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.2.5 Manufacturers and Fabricators:

§ 5.2.5.1 Not later than thirty (30) days after the date of commencement of the Work, the Contractor shall furnish in writing to the Owner through the Architect/ Engineer the names of persons or entities proposed as manufacturers or fabricators for certain products, equipment and systems identified in the General Requirements (Division 1 of the Specifications) and, where applicable the name of the installing Subcontractor. The Architect/Engineer may reply within fourteen (14) days to the Contractor in writing stating 1) whether the Owner or the Architect/ Engineer has reasonable objection to any such proposed person or entity or 2) that the Architect/Engineer requires additional time to review. Failure of the Owner or Architect/Engineer to reply within the fourteen (14) day period shall constitute notice of no reasonable objection.

§ 5.2.5.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect/Engineer has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.5.3 If the Owner or Architect/Engineer has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect/Engineer has no reasonable objection. If the proposed but rejected manufacturer or fabricator was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute manufacturer's or fabricator'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.

§ 5.2.5.4 The Contractor shall not substitute a person or entity previously selected if the Owner or Architect/Engineer makes reasonable objection to such substitution.

§ 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.

§ 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.

(Paragraph deleted)

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation. The Contractor shall give notification of the potential of a claim in writing to Owner and/or Separate Contractor within forty-eight (48) hours of the occurrence or discovery of the potential of an occurrence of the delay or action that will result in making a claim.

§ 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 of apparent discrepancies or defects in the construction or operations by the Owner or Separate

Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 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 Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. No claim for an addition to the maximum Contract sum shall be considered a valid claim unless a written change order procedure is followed as outlined in this Section. Verbal authorization for changes must be supported by written approval before being considered valid.

§ 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 changes in Material or Methods as described in the Plans and Specifications must have written approval by the Owner and Architect prior to incorporation in the Project.

§ 7.1.2.2 All changes in the Plans and Specifications must be documented by a Change Order Form issued by the Architect & approved by the Owner.

§ 7.1.2.3 Total adjustments in Contract Amount are to reflect a reasonable markup to reflect overhead and profit, not to exceed as follows:

§ 7.1.2.3.1 Change executed by Subcontractor: 10% by Subcontractor for overhead and profit and 5% by Contractor for coordination and profit. Subcontractor and Sub-subcontractor's total aggregate shall not exceed ten percent (10%) percent of the cost.

§ 7.1.2.3.2 Change executed by Contractor without subcontractor involvement: 10% for overhead and profit. On Work deleted from the Contract, credit to the Owner shall be the Architect/Engineer approved net cost plus one-half (½) of the overhead and profit percentage noted above.

§ 7.1.2.3.3 Contractor and Sub-contractors shall provide written detailed documentation for each (sub) contractor showing their time and materials on all changes submitted for review by the Architect unless pre-approved at a fixed amount. In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner described above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over \$500.00 be approved without such itemization.

§ 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.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 The forms used to process a Change Order will include AIA Document G701, Change Order

§ 7.2.3 Contractor shall submit change proposals covering contemplated Change Order within ten (10) days after request of Owner, or Architect/Engineer or within ten (10) days after event giving rise to Contractor's claim for change in Contract Sum or Contract Time. No increase in Contract Sum or extension of Contract Time will be allowed Contractor for cost or time involved in making change proposals. Change proposals shall define or confirm in detail Work which is proposed to be added, deleted, or changes and shall include any adjustment which Contractor believes to be necessary in (i) Contract Sum, (ii) Contract time. Any proposed adjustment shall include detailed documentation including, but not limited to; cost, properly itemized and supported by sufficient substantiating data to permit evaluation including cost of labor, materials, supplies and equipment, rental cost of machinery and equipment, additional bond cost, plus fixed fee for profit and overhead (which includes office overhead and site-specific overhead and general conditions) of ten percent (10%) if Work is performed by Contractor, or five percent (5%) if Work is performed by Subcontractor or Sub-subcontractor. Subcontractors and Sub-subcontractors overhead and profit in turn shall not exceed total aggregate of ten percent (10%). Change proposals shall be binding upon Contractor and may be accepted or rejected by Owner at their discretion. Owner may, at their option, instruct Contractor to proceed with Work involved in change proposal in accordance with this section without accepting change proposal in its entirety.

§ 7.2.4 If the Owner determines that a change proposal is appropriate, the Architect will prepare and submit a request for a Change Order or Contract Amendment providing for an appropriate adjustment in the Contract Sum or Contract Time, or both, for further action by the Owner. No such change is effective until the Owner and Architect sign the Change Order.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order, upon prior written approval of the Owner.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such

case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, 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.

§ 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.

§ 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 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 may be issued for all or any part of a Construction Change Directive.

§ 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.

§ 8.1.1.1 The project shall be substantially complete by 01/21/2022. Contractor may, at Contractor's option, complete the project at an earlier date to be indicated on the Bid Form.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement or the date of the Notice To Proceed, whichever occurs later.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect 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.

§ 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 or prior to approval of Certificates of Insurance, and Additional Insured Endorsement and Notice of Cancellation Endorsement required to be submitted to Owner under Contract.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time. If Contractor's Work shall fall behind schedule for reasons that are not excused under the terms of the Contract, Contractor shall add additional workers or shifts, and/or work overtime as necessary to maintain the Construction Schedule.

§ 8.2.4 The Contractor must conform to the most recently approved Construction Schedule. The Contractor must complete the indicated Work or achieve the required percentage of completion, as applicable, within any interim completion dates established in the most recently approved Construction Schedule.

§ 8.2.5 The Contractor must maintain at the Site, available to the Owner and the Architect for their reference during the progress of the Work, a copy of the approved Construction Schedule and any approved revisions thereto. The Contractor must keep current records of and mark on a copy of the approved Construction Schedule the actual commencement date, progress, and completion date of each scheduled activity indicated on the Construction Schedule.

§ 8.2.6 The Contractor represents that its bid includes all costs, overhead and profit which may be incurred throughout the Contract Time and the period between Substantial and final Completion. Accordingly, the Contractor may not make any claim for delay damages based in whole or in part of the premise that the Contractor would have completed the Work prior to the expiration of the Contract time but for any claimed delay.

§ 8.2.7 If the Contractor's progress is not maintained in accordance with the approved Construction Schedule, or the Owner determines that the Contractor is not diligently proceeding with the Work or has evidence reasonably indicating that the Contractor will not be able to conform to the most recently approved Construction Schedule, the Contractor must, promptly and at no additional cost to the Owner, take all measures necessary to accelerate its progress to overcome the delay and ensure that there will be no further delay in the progress of the Work and notify the Owner.

§ 8.2.8 The Owner reserves the right to issue a written directive to accelerate the Work that may be subject to an appropriate adjustment, if any, in the Contract Sum. If the Owner requires an acceleration of the Construction Schedule and no adjustment is made in the Contract Sum, or if the Contractor disagrees with any adjustment made, the Contractor must file a claim as provided in Article 15 or the same will be deemed to be conclusively waived.

§ 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 fire, excusable weather delays as defined in Section 15.1.5.2, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the

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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 determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine. A time extension shall be Contractor's sole remedy and compensation for all such delays other than those resulting from the acts or negligence of the Owner, the Architect, or the Owner's separate contractors (collectively "Owner Caused Delays"). For proven Owner Caused Delays, the Contractor may recoup the actual costs resulting from such delays, but not for any additional profit or fee.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

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.

§ 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

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect thirty (30) days before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least thirty (30) days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for operations completed in accordance with the schedule of values. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers. If the Contract Documents required the Owner to retain a portion of the payments until some future time, the Applications for Payment shall clearly state the percentage and the amount to be retained. Once the Application is approved by the Architect, the Application for Payment must be submitted for approval to the Lake Geneva Public Library Board of Trustees at their next regularly scheduled meeting. The application must be received at the Owner office at least one week prior to the scheduled meeting for it to be included in that meeting's scheduled business. The form of Application for Payment shall be a notarized AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, supported by AIA Documents G703, CONTINUATION SHEET. Contractor shall furnish forms.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment must be consistent with the approved Schedule of Values and shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.1.3 Until Substantial Completion the Owner shall pay 95% of the amount due the Contractor on account of progress payments.

§ 9.3.1.4 The Owner's release of retained funds and final payment to the Contractor shall be made in accordance with Wisconsin statutes.

§ 9.3.1.5 Progress payments shall be made monthly upon application. Monthly estimates will be paid to the Contractor as the work progresses in the amounts equal to ninety-five percent (95%) of the Contract Value of the work completed, including materials and equipment delivered and properly stored at the Project site, during the preceding calendar month, and will be based upon an Application prepared by the Contractor and subject to the approval of the Architect. The Contractor shall submit the Application for Payment to the Architect not later than the first day of the following month. The Owner shall make payment to the Contractor by the last day of the month. Such monthly payments shall in no way be construed as an act of acceptance for any part of the work, partially or totally completed. The remaining balance of five percent (5%) of the Contract Sum, shall be paid by the Owner to the Contractor no earlier than thirty-one (31) days after the date of final acceptance of said Work by the Owner, subject to the conditions and in accordance with the provisions of Wisconsin Statutes. No such partial of final payment will be due until the Contractor has certified to the Owner that the materials, labor and services involved in each estimate have been paid for in accordance with the requirements stated in the Specifications.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

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

§ 9.4 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, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and 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.

§ 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;
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.
- .8 service work not attended to.
- .9 evidence of lack of careful workmanship.
- .10 unworkmanlike or over expeditious construction.
- or
- .11 lack of attention to the special field duties specified.

§ 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.

(Paragraph deleted)

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment, following Board approval, in the manner and within the time provided in the Contract Documents, and shall so notify the Architect. Owner will, within thirty (30) days of presentation to them of Notarized Certificate for Payment, pay Contractor progress payment on basis of approved Application for Payment. Laws of State of Wisconsin shall be followed regarding Contractor Payment, with a five percent (5%) retainage held from each progress payment. Final payment shall be made no sooner than thirty-one (31) days following final approval and acceptance of completed Project. Until Substantial Completion, the Owner will pay ninety-five percent (95%) of the amount due the Contractor on account of Progress Payments, (5%) retainage.

§ 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.

§ 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 material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven (7) days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Regardless of any requests made pursuant to this section, neither the Owner nor Architect/Engineer shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

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

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

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

§ 9.6.8.1 Payment to Contractor will be made by Owner from cash on hand from such sources as may be legally available.

§ 9.7 Failure of Payment

If Owner does not pay the Contractor within sixty (60) days after the Contractor submits an Application for Payment to the Architect, the Contractor may file a claim in accordance with Article 15 of this Contract.

§ 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, subject only to completion of minor punch list items, the absence of completion of which does not interfere with Owner's intended use of Project. The Contractor assumes the responsibility for notifying the Architect in writing when the Project is complete and ready for inspection and review by Architect. This letter to the Architect shall include the date after which the Contractor will be ready for final review and inspection. Designated portions of the Work will be reviewed separately.

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

§ 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 The Contractor shall reimburse the Owner for any Architect/Engineer's Additional Services and/or attorneys' fees incurred as a result of Contractor's failure to finally complete the Work within sixty (60) days after date specified in the Contract Documents for Project Substantial Completion, or subsequently modified by Change Orders or dates established in the Certificate of Substantial Completion. Reimbursement for these additional services will be deducted by the Owner from the amounts due the Contractor and paid directly to the Architect/Engineer. For purposes of this paragraph "incurred as a result of" includes any architectural fees charged to Owner as Additional Fees under the contract due to the fact that the services were performed sixty (60) days (or some other amount of time specified in the Owner/Architect Agreement) after Substantial Completion. The nature of the services performed (and whether they would have otherwise been performed as normal closeout services at some point under Basic Services) is not relevant to the Contractor's obligations for reimbursement under this section if the contract between the Owner and Architect states that any and all services and related fees are defined as Additional Services solely because they were performed more than sixty (60) days (or some other amount of time specified in the Owner/Architect Agreement) after Substantial Completion.

§ 9.8.7 Request for Early Release of Retainage Funds

§ 9.8.7.1 Upon achieving Substantial Completion, as defined by Wisconsin Statutes, the Contractor may formally request the release of all or part of the retainage funds being held on the Project. The Contractor's request for Release of the Retainage Funds shall be accompanied by a sworn statement that ten (10) calendar days prior to filing the Request for Release of the Funds a notice was given to all known subcontractors, sub-subcontractors and suppliers that the Contractor is requesting the early release of retainage funds. If proper documentation is received from the Contractor, the Owner will release all retainage funds at the next monthly Owner meeting or within thirty (30) days, whichever is less, except it may retain the following:

§ 9.8.7.1.1 An amount equal to 200% of the value of labor or materials yet to be provided on the Project as determined by the Owner and its authorized contract representative. For purposes of this section, "authorized contract representative" means the Architect of record on the Project, unless otherwise specified.

§ 9.8.7.1.2 An amount equal to 200% of the value of any claims on bonds for public projects currently on file at the time the Request for Release of Retainage is approved.

§ 9.8.7.1.3 If the Owner withholds an amount from the retainage payment to the Contractor, the Owner will provide a reason the request is being denied to the Contractor within thirty (30) calendar days of the receipt of the request.

§ 9.8.7.1.4 Operation, Maintenance, and Warranty Manuals and Record Drawings and Specifications.

§ 9.8.8 If the Owner withholds any amounts of retained funds, the Architect/Engineer, on behalf of the Owner, shall provide an itemization and list of reasons why amounts are being withheld within thirty (30) calendar days of receipt of request.

§ 9.8.9 Warranties required by the Contract Documents will commence on the Date of Substantial Completion of the Work unless otherwise provided in the Certificate of Substantial Completion or the Contract Documents.

§ 9.8.10 Upon execution of the Certificate of Substantial Completion, the Contractor will deliver custody and control of such Work to the Owner. The Owner will thereafter provide the Contractor reasonable access to such Work to permit the Contractor to fulfill the correction, completion and other responsibilities remaining under the Contract and the Certificate of Substantial Completion.

§ 9.8.11 Unless otherwise provided in the Certificate of Substantial Completion, the Contractor must complete or correct all items included in the final Punch List within sixty (60) days, subject to the availability of special order parts and materials, after the Date of Substantial Completion.

§ 9.8.12 Not later than ten (10) days after the date of Substantial Completion, the Contractor shall furnish to the Architect/Engineer all Closeout Documentation identified in General Requirements (Division 1 of the Specifications). Except with the consent of the Owner, the Architect/Engineer will perform Closeout Documentation review only during the sixty (60) day period following Substantial Completion. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect/Engineer for additional reviews beyond the 60 day time period identified.

§ 9.8.13 At the time of Substantial Completion, in addition to removing rubbish and leaving the building "broom clean," the Contractor must replace any broken or damaged materials, remove stains, spots, marks and dirt from decorated Work, clean all fixtures, vacuum all carpets and wet mop all other floors, replace HVAC filters, clean HVAC coils, and comply with such additional requirements, if any, which may be specified in the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 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.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 When the Contractor has completed or corrected all items on the final Punch List and considers that the Work is complete and ready for final acceptance, the Contractor must give written notice to the Owner and the Architect and request a final inspection of the Work as provided in Section 9.10.2. The Contractor's notice and request for a final inspection must be accompanied by a final Application for Payment and the Submittals required by Section 9.10.3.

§ 9.10.1.1 The Architect/Engineer will perform no more than one (1) inspection to determine whether the Work or a designated portion thereof has attained Final Completion in accordance with the Contract Documents. The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect/Engineer for any additional inspections.

§ 9.10.2 Upon receipt of the Contractor's notice and request for final inspection, the Owner and the Architect will promptly make such inspection and, when the Owner and the Architect concur that the Work has been fully completed and is acceptable under the Contract Documents, the Architect will issue a Certificate of Final Completion to the Owner. The Contractor's notice and request for final inspection constitutes a representation by the Contractor to the Owner and the Work has been completed in full and strict accordance with terms and conditions of the Contract Documents. The Architect will promptly notify the Contractor if the Owner or the Architect do not concur that the Work is finally complete. In such case, the Contractor must bear the cost of any additional services of the Owner or the Architect until the Work is determined to be finally complete services of the Owner or the Architect until the Work is determined to be finally complete..

§ 9.10.2.1 The Contractor shall provide Project Record Documents, Operation and Maintenance Manuals, Instruction to Owner's personnel, Final Cleaning and other closeout procedures specified elsewhere.

§ 9.10.3 Final Payment will be made no earlier than thirty-one (31) days following approval by the Owner at a regularly scheduled meeting, receipt of all Releases on Bond Claims, Sales Tax information, and all other required

closeout documents, and subject to the conditions of and in accordance with the provisions of Wisconsin Statutes. Owner may withhold from final payment any and all amounts required to reimburse the Owner for all costs, fees (including reasonable attorney's fees) it incurred as a result of any claims filed on the project. Neither final payment nor any remaining retained percentage will become due until the Contractor submits the following documents to the Architect.

§ 9.10.3.1 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, submitted on AIA Document G706, Affidavit of Payment of Debts and Claims (latest edition) or such other form as may be prescribed by the Owner.

§ 9.10.3.2 A certificate evidencing that the Contractor's liability insurance and Performance Bond remain in effect during the one-year correction period following Substantial Completion as set forth in Section 12.2.2.1 and 12.2.2.2;

§ 9.10.3.3 A written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents;

§ 9.10.3.4 Consent of surety to final payment, submitted on AIA Document G707 (latest edition) or other form prescribed by the Owner;

§ 9.10.3.5 Other data required by the Owner establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be prescribed by the Owner;

§ 9.10.3.6 A certified building location survey and as-built site plan in the form and number required by the Contract Documents.

§ 9.10.3.7 All warranties and bonds required by the contract Documents; and

§ 9.10.3.8 Record Documents as provided in Section 3.2.2 and return of Contract Documents as provided therein.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

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

§ 9.11.1 The Contractor and the Contractor's surety, if any, shall be liable for and shall pay the Owner for any extra costs for engineering or architectural services, construction observation services and related expenses necessitated by the delayed prosecution of the work by the Contractor beyond the date of Final Completion required by the Agreement. Such costs are in no way a penalty, but represent additional expenses to the Owner caused by the Contractor's delay in completing the Work.

§ 9.12.1 No assignment by the Contractor of any principal contract or any part thereof, or of the funds to be received thereunder by the Contractor, will be recognized unless such assignment has had the written approval of the Owner and the Surety has been given due notice of such assignment and has furnished written consent thereto. In addition to the usual recitals in the Assignment Contract, the following language must be set forth: "It is agreed that the funds to be paid to the Assignee under this Assignment are subject to prior lien or claims for services rendered on materials supplied for the performance of all work called for in said Contract, in favor of all persons, firms or corporations rendering such services supplying such materials."

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.1.1 Contractor shall take all necessary precautions to keep the site and work in compliance with the safety and health regulations for construction issued by the Bureau of Labor Standards of the U.S. Department of Labor as well as the Occupational Safety and Health Standards parts 1910 and 1926 as amended and as enforced by the State of Wisconsin.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.4.1 When use or storage of explosives, or other hazardous materials, substances or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall give the Owner reasonable advance notice.

§ 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.

§ 10.2.5.1 Contractors required remedial action for damage and loss to property referred to in Sections 10.2.1.2 and 10.2.1.3 shall repair the damaged materials and surfaces to their original condition, or better, to the satisfaction of the Owner. All such repairs are the responsibility of the Contractor and shall be accomplished at no additional cost to the Owner.

§ 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.

§ 10.2.9 At the end of the day's work, all new work likely to be damaged shall be covered. During cold weather protect all work from damage. If low temperatures make it impossible to continue operations safely in spite of cold weather precautions, work shall cease after notifying Architect/Engineer. All other protective measures not mentioned above which may be required shall be furnished by the particular contractor responsible for such protection.

§ 10.2.10 Contractor shall construct and maintain all necessary temporary drainage and do all pumping necessary to keep excavations free of water.

§ 10.2.11 Contractor shall at all times, protect the excavation, trenches and/or the buildings from damage or rainwater, spring water, ground water, backing up of drains, or sewers, etc. Provide all pumps, equipment, and enclosures to give this protection.

§ 10.2.12 Contractor shall provide all shoring, bracing, and sheeting as required for safety and for the proper execution of the Work. Remove when work is completed.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition in writing to the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

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

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 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 must take all necessary action, without the necessity for any special instruction or authorization from the Owner or Architect, to prevent threatened damage, injury, or loss. The Contractor must promptly, but in all events with twenty-four (24) hours of the emergency, report such action in writing to the Owner and Architect. If the Contractor incurs additional costs on account of or is delayed by such emergency, the Contractor may request a change in the Contract Sum or Contract Time to account for such additional costs or delay in accord with Articles 7, 8 and 15. The Contractor must file any such request within ten (10) days of the emergency, or it is deemed waived. Any adjustment in the Contract Sum or Contract time shall be limited to the extent that the emergency work is not attributable to the fault or neglect of the Contractor or otherwise the responsibility of the Contractor under the Contract Documents.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 Reference Exhibit A to these Supplementary Conditions, which is attached hereto and incorporated by reference herein.

§ 11.1.2 The Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds may be obtained through the Contractor's usual source and the cost thereof shall be included in the Contract Sum. The amount of each bond shall be equal to one hundred percent (100%) of the Contract Sum.

- .1 The Contractor shall deliver the required bonds to the Owner not later than ten (10) days following the date the Agreement is entered into, or, if the Work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to the commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished.
- .2 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney; and
- .3 The Contractor shall require the bonding company to be registered with authority to transact business in State of Wisconsin.

§ 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.

§ 11.1.4.1 The Contractor shall provide insurance coverage for portions of the Work stored off the site after written approval of the Owner at the value established in the approval, and also for portions of the Work in transit.

§ 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. Owner's all risk insurance will be provided by Owner with customary exclusions of certain perils.

§ 11.2.2 **Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.2.1 This property insurance is written with a deductible of \$1000.00 per occurrence. In the event of a paid claim, the Claimant, including subcontractors, shall be responsible for the deductible amount. Vandalism insurance shall not cover glass breakage. Should the Contractor desire this coverage, Contractor shall carry it at Contractor's cost. Payments of any insurance deductibles will be at the expense of the party claiming loss under the policy.

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

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect upon written authorization from Owner, 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 has not specifically requested to examine prior to its being covered, the Architect may request, upon written authorization from Owner, to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to Contractor's obligations under Section 3.5, if, within two (2) years after date of Substantial Completion of Work or designated portion thereof or after date of commencement of warranties established under any other provision of Contract Documents, or by terms of an applicable special warranty required by Contract Documents, any of Work is found not to be in accordance with requirements of Contract Documents, Contractor shall correct it promptly after receipt of written notice from Owner to do so. Owner shall give such notice promptly after discovery of condition. Before commencing correction of Work, Contractor shall submit to Owner written description of their proposed repairs. This proposal shall be approved by Design Professional before Contractor commences repair. Once Contractor has completed repair work, they shall notify Owner and Design Professional who shall

promptly review corrected work. If Design Professional or Owner rejects corrected Work, Contractor shall continue with repairs until such time as Design Professional and Owner accept corrected Work. Where Contractor corrects defective Work during initial two (2) year period after Substantial Completion, if Owner discovers defects in corrected Work within one (1) year after repairs are made, then Contractor shall be obligated, upon written notice from Owner, to correct such defects within one (1) year from date that repairs were made.

§ 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.

§ 12.2.6 If Contractor fails or refuses to correct Work in accordance with their obligations under Contract Documents after written notice from Owner, then Owner may correct Work and Contractor shall be liable for costs to correct Work, any related architectural, engineering or other consulting costs, attorney's fees and expenses, and fines or penalties, if any. Any amounts due to Owner from Contractor under this Section may be withheld from balance of Contract Sum not yet paid.

§ 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.

§ 13.1.1 Compliance with Law Provision: the Contractor agrees that it will comply with all applicable Federal, State and local laws, statutes, codes, rules, and regulations having jurisdiction over the Project. Contractor shall take all necessary precautions to keep the site and work in compliance with the safety and health regulations for construction issued by the Bureau of Labor Standards of the U.S. Department of Labor as well as the Occupational Safety and Health Standards, as amended and as enforced by 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. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

(Paragraph deleted)

§ 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. Contractor shall schedule all tests, inspections, or specific approvals required by law or Contract Documents so as to avoid any delay in Work. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

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

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

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

§ 13.4.7 In addition to tests required by Section 13.5, Owner may at any time arrange for other tests, inspections and specific approvals to be performed by others selected by Owner, at Owner's expense. Contractor shall cooperate with Owner and provide access to Work for such tests, inspections and approvals.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.6 Owner's Right to Occupy

Owner shall have the right to occupy, without prejudice to rights of either party, any completed or largely completed portion of structure or Work, notwithstanding the fact that time for completing entire Work, or such portion thereof, may not have expired. Such occupancy and use shall not be an acceptance of Work taken or used.

§ 13.7 Rebates

Owner shall have the right to apply for and secure all rebates which are available when Bids are received. Contractor shall provide invoices, itemizations, and cooperation to the Owner in this regard.

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§ 13.8 Equal Opportunity

§ 13.8.1 The Contractor shall maintain policies of employment as follows:

§ 13.8.1.1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed, religion, color, sex, national origin, ancestry, familial status, age, mental or physical disability, sexual orientation, gender identity, genetic information or any other protected class under state or federal law. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, religion, color, sex or national origin, ancestry, familial status, age, mental or physical disability, sexual orientation, gender identity, genetic information or any other protected class under state or federal law. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

§ 13.8.1.2 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, creed, religion, color, sex, national origin, ancestry, familial status, age, mental or physical disability, sexual orientation, gender identify, genetic information or any other protected class under state or federal law.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 Contractor has no right to stop Work as consequence of non-payment. In event of any disagreement between Contractor and Owner involving Contractor's entitlement to payment, Contractor's only remedy is to file Claim in accordance with Article 15. Contractor shall diligently proceed with Work pending resolution of Claim.

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(Paragraphs deleted)

If, however, an Application for Payment has been approved for payment by Owner, and Owner fails to make payment within sixty (60) days of approval of payment by Owner, Contractor may upon ten (10) day written notice to Owner, stop work if payment is not made by Owner within ten (10) days following notice.

(Paragraphs deleted)

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract for cause if the Contractor:

- .1 Fails to supply adequate properly skilled workers or proper materials;
- .2 Fails to make payment to Subcontractors or Suppliers for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors or Suppliers;
- .3 Fails to comply with any laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
- .4 Fails to perform the Work in accordance with the Contract Documents or otherwise breaches any provision of the Contract Documents;
- .5 Anticipatory breaches or repudiates the Contract;
- .6 Fails to make satisfactory progress in the prosecution of the Work required by the Contract; or
- .7 Endangers the performance of this Contract.

§ 14.2.2

(Paragraphs deleted)

Owner may terminate Contract, in whole or in part, whenever Owner determines that sufficient grounds for termination exist as provided in Section

§ 14.2.2.1 Owner will provide Contractor with written notice to cure default. If default is not cured, termination for default is effective on date specified in Owner's written notice. However, if Owner determines that default contributes to curtailment of an essential service or poses an immediate threat to life, health, or property, Owner may terminate Contract immediately upon issuing oral or written notice to Contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or Contract, Contractor shall compensate Owner for additional costs that foreseeably would be incurred by Owner, whether costs are actually incurred or not, to obtain substitute performance. Termination for default is termination for convenience if termination for default is later found to be without justification.

§ 14.2.3 Upon receipt of written notice from the Owner of termination, the Contractor must:

- .1 Cease operations as directed by the Owner in the notice and, if required by the Owner and County, participate in an inspection of the Work with the Owner, County and the Architect to record the extent of completion thereof to identify the Work remaining to be completed or corrected, and to determine what temporary facilities, tools, equipment and construction machinery are to remain at the Site pending completion of the Work;
- .2 Complete or correct the items directed by the Owner, and take actions necessary, or that the Owner may direct, for the protection and preservation of any stored materials and equipment and completed Work;
- .3 Unless otherwise directed by the Owner, remove its tools, equipment and construction machinery from the Site; and
- .4 Except as directed by the Owner, terminate all existing subcontracts and purchase orders and enter into further subcontracts or purchase orders.

§ 14.2.4 Following written notice from the Owner of termination, the Owner may:

- .1 Take possession of the Site and of all materials and equipment thereon, and at the Owner's option, such temporary facilities, tools, construction equipment and machinery thereon owned or rented by the Contractor that the Owner elects to utilize in completing the Work;
 - a) Accept assignment of subcontracts and purchase orders, and
 - b) Complete the Work by whatever reasonable method the Owner may deem expedient.

§ 14.2.5 Upon termination for cause, the Contractor must take those actions described in Section 14.2.3, and the Owner may take those actions described in Section 14.2.4, subject to the prior rights of the Contractor's Surety.

§ 14.2.6 When the Owner terminates the Contract for cause, the Contractor is not entitled to receive further payment until the Work is completed and the costs of completion have been established.

§ 14.2.7 If the unpaid balance of the Contract Sum less amounts which the Owner is entitled to offset from the unpaid Contract balance, including actual or Liquidated Damages, compensation for the Architect's services and expenses made necessary thereby, and other damages and expenses incurred by the Owner, including reasonable attorney's fees, exceeds the costs of completing the Work, including compensation for the Owner's and the Architect's services made necessary thereby, such excess will be paid to the Contractor or Surety, as directed by the Surety. If such costs exceed the unpaid Contract balance, the Contractor must pay the difference to the Owner upon written demand. This obligation for payment survives termination of the Contract.

§ 14.2.8 In completing the Work following termination for cause, the Owner is not required to solicit competitive bids or to award completion work to the lowest bidder, but may obtain such completion work and related services on the basis of sole source procurement and negotiated compensation

§ 14.2.9 If the Contractor files for protection, or a petition is filed against it, under the Bankruptcy laws, and Contractor wishes to affirm the Contract, Contractor shall immediately file with the Bankruptcy Court a motion to affirm the Contract and shall provide satisfactory evidence to Owner and to the Court of its ability to cure all present defaults and its ability to timely and successfully complete the Work. If Contractor does not make such an immediate filing, Contractor accepts that Owner shall petition the Bankruptcy Court to lift the Automatic Stay and permit Owner to terminate the Contract.

§ 14.3 Suspension by the Owner for Convenience

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

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

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

§ 14.4 Termination by the Owner for Convenience

(Paragraph deleted)

§ 14.4.1 The Owner may, at any time, terminate the Contract or any portion thereof or the Work for the Owner's convenience and without cause..

§ 14.4.2 Upon receipt of the written notice from the Owner of termination, the Contractor must:

- .1 Cease operations as directed by the Owner in the notice and, if required by the Owner, participate in an inspection of the Work with the Owner and the Architect/Engineer to record the extent of completion thereof, to identify the Work remaining to be completed or corrected, and to determine what temporary facilities, tools, equipment and construction machinery are to remain at the Site pending completion of the Work;
- .2 Complete or correct the items directed by the Owner, and take actions necessary, or that the Owner may direct, for the protection and preservation of any stored materials and equipment and completed Work;
- .3 Unless otherwise directed by the Owner, remove its tools, equipment and construction machinery from the Site, and
- .4 Except as directed by the Owner, terminate all existing subcontracts and purchase orders related to the Work and enter into no further subcontracts or purchase orders therefor.

§ 14.4.3 Following written notice from the Owner of termination, the Owner may:

- .1 Take possession of the Site and of all materials and equipment thereon, and at the Owner's option, such temporary facilities, tools, construction equipment and machinery thereon owned or rented by the Contractor that the Owner elects to utilize in completing the Work;
- .2 Accept assignment of subcontracts and purchase orders; and
- .3 Complete the Work by whatever reasonable method the Owner may deem expedient.

§ 14.4.4 In case of termination for the Owner's convenience, the Contractor will be entitled to compensation only for the following items:

- .1 Payment for acceptable Work performed up to the date of termination;
- .2 The costs of preservation and protection of the Work if requested to do so by the Owner;
- .3 The cost of terminating the following contracts including:
 - a) Purchased materials but only if not returnable and provided to the Owner, or the restocking or return charge, if any, if returnable at the Owner's written election;
 - b) Equipment rental contracts if not terminable at no cost but not to exceed an amount equal to thirty (30) days rental;
 - c) Documented transportation costs associated with removing Contractor-owned Equipment.
 - d) Documents demobilization and close-out costs; and
 - e) Overhead and profit on the foregoing not to exceed ten percent (10%).
- .4 The Contractor will not be compensated for the cost of terminating subcontracts, which must be terminable at no cost to the Owner if the Contract is terminated.
- .5 The Contractor will not be compensated for the cost of any idled employees unless the employee is under a written employment contract entitling the employee to continued employment after termination of the Contract and the employee cannot be assigned to other work provided that in all events the Contractor's costs must be limited to thirty (30) days of employment costs from the date of the notice of termination. The Contractor is not entitled to any other costs or compensation (including lost or expected profit,

uncompensated overhead or related expenses, or the cost of preparing and documenting its compensable expenses under this Subsection 14.4.4 as a consequence of the Owner's termination of the Contract for convenience). The Contractor conclusively and irrevocably waives its right to any other compensation or damages (compensatory or punitive) arising from termination of the Contract. If the Owner and the Contractor are unable to agree upon the amounts specified in this subsection, the Contractor may submit a Claim as provided in Article 15. The Claim must be limited to resolution of the amounts specified in Subsections 14.4.4.1, 14.4.4.2, 14.4.4.3 and 14.4.4.4 of this Subsection 14.4.4. No other cost, damages or expenses may be claimed or paid to the Contractor or considered as part of the Claim, the same being hereby conclusively and irrevocably waived by the Contractor. Any such Claim must be delivered to the Owner within thirty (30) days of the termination of the Contract and must contain a written statement setting forth the specific reasons and supporting calculations and documentation as to the amounts the Contractor claims to be entitled to under this Subsection as a result of the termination of the Contract.

§ 14.4.5 The Contractor's obligations surviving final payment under the Contract, including without limitation those with respect to insurance, indemnification, and correction of Work that has been completed at the time of termination, remains effective notwithstanding termination for convenience of the Owner.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a written demand or assertion by Contractor seeking, as matter of right, payment of money, a change in the Contract Time, or other relief with respect to terms of Contract. Responsibility to substantiate Claims shall rest with Contractor. Nothing contained in this section is intended to apply to or in any way limit Owner's right to make claims related to or arising out of Contract.

§ 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.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by Contractor shall be initiated by written notice to Owner and to Initial Decision Maker with copy sent to Architect/Engineer, if Architect/Engineer is not serving as Initial Decision Maker. Claims by Contractor shall be initiated within ten (10) days after occurrence of event giving rise to such Claim or within ten (10) days after Contractor first recognizes condition giving rise to Claim, whichever is later. As condition of making claim for additional costs, Contractor shall maintain and produce accurate records to substantiate all additional costs actually incurred. If Claim for actual cost is approved, Owner shall pay Contractor actual costs incurred plus either (a) ten percent (10%) for overhead and profit for work performed by Contractor, or (b) five percent (5%) overhead and profit for work performed by subcontractor, as applicable.

§ 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 Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, Contractor shall proceed diligently with performance of Contract and Owner shall continue to make payments as may be required in accordance with 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.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis of a Claim for additional time, the Claim shall be documented by data substantiating that the weather conditions upon which the Claim is based (1) were abnormal when compared to the previous 5-year period, during the same time frame and at the location of the Work, (2) could not have been reasonably anticipated, and (3) had an adverse effect on the date of substantial completion of the Work.

(Paragraphs deleted)

§ 15.1.6.3 Claims for increase in the Contract Time shall set forth in detail the circumstances that form the basis for the Claim, the date upon which each cause of delay began to affect the progress of the Work, the date upon which each cause of delay ceased to affect the progress of the Work and the number of days' increase in the Contract Time claimed as a consequence of each such cause of delay. The Contractor shall provide such supporting documentation as the Owner may require including, where appropriate, a revised construction schedule indicating all the activities affected by the circumstances forming the basis of the Claim.

§ 15.1.6.4 The Contractor shall not be entitled to a separate increase in the Contract Time for each one of the number of causes of delay which may have concurrent or interrelated effects on the progress of the Work, or for concurrent delays due to the fault of the Contractor.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, and 11.5, 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.

§ 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. 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.

(Paragraphs deleted)

§ 15.2.6 The parties may file for mediation of an initial decision at any time, upon mutual agreement of the parties..

§ 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.

(Paragraph deleted)

§ 15.3 Mediation

(Paragraph deleted)

§ 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.

(Paragraph deleted)

§ 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 Any legal claim brought under this Agreement shall be filed in the Wisconsin Circuit Court in and for Waukesha County, unless otherwise mutually agreed to by the parties.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

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

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

ARTICLE 16 Smoking

§ 16.1 Smoking

Smoking will not be allowed on Owner's property, which shall include inside private vehicles parked on Owner's property. In addition, employees of Contractor, Subcontractors, and materials suppliers shall not wear apparel that advertises tobacco, alcohol, or illicit drugs, nor has profane language or images on them.

Additions and Deletions Report for

AIA® Document A201® – 2017

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PAGE 1

Lake Geneva Public Library Safety Renovations
918 West Main Street, Lake Geneva, WI 53147

...

Lake Geneva Public Library Board of Trustees
918 West Main Street, Lake Geneva, WI 53147

...

FEH Associates, Inc DBA FEH Design
1271 Corporate Center Drive, Oconomowoc, WI 53066

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1.1.1.1.1, 1.1.2, 1.1.2.1

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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 issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. ~~Unless specifically enumerated in the Agreement, The Contract Documents also include the bidding requirements (Notice to Bidders and Instruction to Bidders). Unless specifically enumerated in the agreements, 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 sample forms and the Contractor's Bid Form. The Contract Documents executed or identified in accordance with Subparagraph 1.5.1 shall prevail in case of an inconsistency with subsequent versions made through manipulatable electronic operations involving computers.~~

...

§ 1.1.2.1 The Contract Documents shall be signed by the Owner and Contractor. If either the Owner or Contractor or both do not sign all the Contract Documents, the Architect shall identify such unsigned Documents. No Contract shall be formed between parties until all Contract Documents are executed by both parties.

...

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.1.9 Terms

The terms indicated below shall be defined as having the meanings assigned to them as follows:

- .1 Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work, but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.
- .2 Furnish: To supply and deliver, unload, inspect for damage.
- .3 Install: To unpack, assemble, erect, apply, place, finish, cure, protect, clean, and make ready for use.
- .4 Provide: To furnish and install
- .5 Substitute the word >Architect/Engineer= for >Architect= each time the latter word appears.

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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, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. In the case of an inconsistency between Drawings and Specifications, or within either Document itself, not clarified by Addendum, the better quality or greater quantity of Work shall be provided in accordance with the Architect's interpretation. In any case of discrepancy, the facts are to be brought to the attention of the Architect for a decision or interpretation.

...

§ 1.2.4 Sections of Division 1 - General Requirements govern the execution of the Work of all sections of the specifications.

...

§ 1.4.1 In the event of conflict among the various provisions of the Contract Documents, the terms shall be interpreted in the following order of propriety:

- .1 Modifications to the Contract
- .2 The Contract
- .3 Special Conditions
- .4 General Conditions

§ 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 Design Documents or other Instruments of Service are Owner's exclusive property. Owner retains all common law, statutory and other reserved rights in the Design Documents or other Instruments of Service, including all copyrights in and to Design Documents and other Instruments of Service. Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Design Documents or other Instruments of Service. Submittal or distribution to meet official regulatory requirements, or for other purposes in connection with the Project is Project are not to be construed as publication in derogation of the Architect's or Architect's consultants' Owner's reserved rights.

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The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use 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.

Architect/Engineer may, with the concurrence of the Owner, furnish to the Contractor versions of Instruments of Service in electronic form. The Contract Documents executed or identified in accordance with Subparagraph 1.5.1

shall prevail in case of an inconsistency with subsequent versions made through manipulatable electronic operations involving computers.

...

§ 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

§ 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.

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§ 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 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. The Contractor shall compare information furnished by the Owner (including surveys and soil tests with observable physical conditions) and the Contract Documents and on the basis of such review, shall report to the Owner and Architect any conflicts, errors or omissions. Contractor shall be responsible for any additional costs, delays and damages resulting from the Contractor's failure to immediately report any such errors, inconsistencies or omissions.

...

~~§ 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.~~

§ 2.3.6 The Owner will furnish the Contractor, free of charge, as many copies of Contract Documents as can be allocated for this use from quantities returned by Bidders. Contractor may purchase additional copies at the cost of reproduction, postage, and handling. .

...

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 may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

§ 2.5.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a seven (7) day period, or such shorter time period as may be reasonable under circumstances, after receipt of written notice from the Owner to the Contractor, to commence and continue correction of such default or neglect with diligence and promptness, the Owner may notify the Surety and request it to assume the obligations of the Contractor within seven (7) days following receipt by Contractor and Surety of written notice or the Owner may, without prejudice to any other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order or Construction Change Directive shall be issued deducting from the payments then or thereafter due the Contractor, the cost of correction of such deficiencies, including reasonable attorney's fees and compensation for the Architect/Engineer's additional services incurred as result of such default, neglect or failure. Such action by Owner, and amounts charged to the Contractor are both subject to prior concurrence with Architect/Engineer. If current or future payments thereafter due Contractor are not sufficient to cover such amounts, Contractor, or Surety, shall pay difference to Owner.

...

§ 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. Contractor shall at request of Owner prior to execution of Agreement and promptly from time to time as requested by the Owner, thereafter furnish Owner an update and current financial statement and/or Contractor Qualification Statement on AIA Document A305.

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§ 3.1.2.1 The Contractor shall supervise and direct Work in excellent and workmanlike manner, complete the work and everything properly incidental thereto as stated in the Project Manual and Drawings or reasonably implied therefrom and otherwise in accordance with Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor. The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor. To the extent permitted by law, the Contractor waives any rights, claims, or causes of action against Owner as a result of activities or duties or intentional or negligent

misconduct by the Architect in the Architect's administration of the Contract, or representations made by Architect/Engineer in Instruments of Service.

...

§ 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. The Contractor also represents that all Contract Documents for the Project have been examined; including those intended for work of trades not normally performed by the Contractor's own forces, and that it has become thoroughly familiar with all conditions which may pertain to or affect the Work under the Contract.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, including any ordering of materials carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. Any costs associated with Contractor's failure to immediately notify the Architect and the Owner of items listed above shall be borne by the Contractor.

§ 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 Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.~~ must take field measurements and verify Site conditions, and must carefully compare such field measurements and Site conditions and other information known to the Contractor with the Contract Documents, before ordering any material or doing any Work at the Site.

§ 3.2.4 ~~If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.~~ Contractor shall make frequent inspections during progress of Work to confirm that Work previously performed by Contractor is in compliance with Contract Documents and applicable laws and regulations bearing on performance of Work and Referenced Standards and that portion of Work previously performed by Contractor or by others are in proper condition to receive subsequent Work.

§ 3.2.5 If the Contractor believes that any portions of the Contract Documents do not comply with applicable laws, statutes, ordinances, building codes, and rules and regulations, or any orders by code enforcement officials or the Owner or its designee acting in the capacity of building code inspectors or Referenced Standards, the Contractor must promptly notify the Owner and the Architect of the non-compliance as provided in Section 3.2.6 and request direction before proceeding with the affected Work.

§ 3.2.6 Contractor shall promptly notify Owner and Architect/Engineer in writing of any apparent errors, inconsistencies, omission, ambiguities, construction impracticalities or code violations discovered as result of Contractor's review of Contract Documents including any differences between actual and indicated dimensions, locations and descriptions, and shall give Owner and Architect/ Engineer timely notice in writing of same and any corrections, clarifications, additional Drawings or Specifications, or other information required to define Work in

greater detail or to permit proper progress of Work. Contractor shall provide similar notice with respect to any variance between its review of Site and physical data and Site conditions observed.

§ 3.2.7 If Contractor performs any Work involving an apparent error, inconsistency, ambiguity, construction impracticability, omission or code violation in Contract Documents of which Contractor is aware, or which could reasonably have been discovered by review required by Section 3.2, without promptly written notice to Owner and Architect/Engineer and request for correction, clarification or additional information, as appropriate, Contractor does so at its own risk and expense and all claims relating thereafter are specifically waived.

§ 3.2.8 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect/Engineer for evaluating and responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where the requested information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, or other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation.

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§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

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§ 3.3.4 The Contractor acknowledges that it is Contractor's responsibility to hire all personnel for the proper and diligent prosecution of the Work and the Contractor shall use its best efforts to maintain labor peace for the duration of the Project. In the event of a labor dispute, the Contractor shall not be entitled to any increase in the Contract Sum.

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Work required by the Contract Documents to be performed after working hours or work the Contractor elects to perform after hours shall be completed at no additional cost to the Owner.

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§ 3.4.2.1 After the Contract has been executed, the Architect, Owner, and Contractor shall function as a team to evaluate, review and consider substitution of products in place of those specified under the conditions set forth by the Architect.

§ 3.4.2.2 After the Contract has been executed, the Owner and Architect/ Engineer may consider requests for the substitution of products in place of those specified. The Owner and Architect/Engineer may, but are not obligated to, consider only those substitution requests that are in full compliance with the conditions set forth in the General Requirements (Division 1 of the Specifications). By making requests for substitutions, the Contractor:

- .1 represents that it has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
- .2 represents that it will provide the same warranty for the substitution as it would have provided for the product specified;
- .3 certifies that the cost data presented is complete and includes all related costs for the substituted product and for Work that must be changed as a result of the substitution, except for the Architect/

Engineer's redesign costs, and waives all claims for additional costs related to the substitution that subsequently become apparent; and
4 Agrees that it shall, if the substitution is approved, coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

§ 3.4.2.3 The Owner shall be entitled to reimbursement from the Contractor for amounts paid to the Architect/Engineer for reviewing the Contractor's proposed substitutions and making agreed-upon changes in the Drawings and Specifications resulting from such substitutions.

§ 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. Persons permitted to perform Work under Contractor or any Subcontractor shall meet all employment eligibility, safety training, security or drug/alcohol testing requirements required by law or by Owner. Any person not complying with all such requirements shall be immediately removed from the site.

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§ 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 the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.1 Contractor shall warrant to Owner that materials and equipment furnished under Contract will be of good quality and new unless otherwise required or permitted by Contract Documents, that workmanship will be free from defects not inherent in quality required or permitted, that workmanship will comply with all applicable laws, building codes, rules and regulations, and that workmanship will conform to requirements of Contract Documents..

§ 3.5.3 The Contractor's general warranty and any additional or special warranties are not limited by the Contractor's obligations to specifically correct defective or nonconforming Work as provided in Article 12, or are they limited by any other remedies provided in the Contract Documents. The Contractor shall also be liable for any damage to property or persons (including death) including consequential and direct damages relating to any breach of the Contractor's general warranty or any additional or special warranties required by the Contract Documents.

§ 3.5.4 The Contractor shall furnish all special warranties required by the Contract Documents to the Owner no later than Substantial Completion. The Owner may require additional special warranties in connection with the approval of "Or-Equals" or Substitutions, Allowance items, Work that is defective or nonconforming, or the acceptance of nonconforming Work pursuant to Article 12.

§ 3.5.5 In case of work performed by Subcontractors and where warranties are required, secure warranties from said Subcontractors addressed to and in favor of the Owner. Deliver copies of same to Architect upon completion of work. Delivery of said warranties shall not relieve the Contractor from any obligations assumed under any other provision of contract.

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.
§ 3.6.1 Wisconsin Use Taxes shall be paid on all supplies and materials used in, and made component parts of, the Project.

§ 3.6.2 Wisconsin Sales Taxes shall not be paid on qualified building materials purchased, or withdrawn from inventory, which will be incorporated into real property for Project.

§ 3.6.3 The Owner is a designated exempt entity and will complete an online application to register this Contract with the Wisconsin Department of Revenue. The Owner will distribute Tax Exemption Certificates and Authorization

Letters to the Contractor and all Subcontractors who have been identified at, or before filing of the Performance Bond. Refer to Wisconsin Department of Revenue publications available at <https://www.revenue.wi.gov/>.

§ 3.6.4 At or before the time the Performance Bond is filed, Contractor shall provide a listing to the Owner identifying all Subcontractors. Listing shall indicate company name, address, telephone number, fax number, contact name, and Employer ID # for Contractor and each Subcontractor. Contractor and Subcontractors shall make copies of the Tax Exemption Certificate and provide to each supplier providing construction material, a copy of the Tax Exemption Certificate. This Certificate will allow the Contractor and Subcontractors to purchase qualified building materials free from sales tax for the Project. The Tax Exemption Certificate and Authorization Letter have been developed exclusively for this purpose and are applicable only for the specific Project under this Contract.

§ 3.6.5 Contractor shall be responsible for informing themselves of tax laws, requirements, regulations, and interpretations as they apply to this Project.

§ 3.6.6 Contractor shall maintain all records, invoices, receipts, or other accounting data regarding material purchases and shall allow, upon written request of Owner, and within reasonable time frame after receipt of such request, Owner to audit such records to verify tax savings. If audit reveals taxes paid or savings not transferred to Owner, Contractor shall be liable to Owner for those amounts and Owner may back charge Contractor for those amounts if balance of funds due and payable remains at time of such discovery.

- .1 Contractor shall require all Subcontractors of any tier to maintain all records, invoices, receipts, or other account data regarding material purchases. Contractor shall collect such records with each application for payment if receives from its Subcontractors and shall maintain such records in same manner and location as Contractor's records.
- .2 Contractor shall ensure its Subcontractors and any lower-tier Subcontractors including these obligations in their contracts and bind themselves in same manner as Contractor is bound to Owner.

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§ 3.7.1 Unless otherwise provided specified 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 and other permits and governmental fees, licenses, and inspections, including storm water permits, necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time which are legally required when bids are received or negotiations concluded. If applicable, Contractor shall file Notice of Intent for NPDES Coverage Under General Permit, file and implement Storm Water Pollution Prevention Plan (SWPPP), maintain pollution prevention devices, and file Notice of Discontinuation upon stabilization of site for storm water run-off associated with Project. Refer to Wisconsin Department of Natural Resources publications regarding storm water management; available at <https://dnr.wisconsin.gov/> or call 1-888-936-7463 for filing requirements. Contractor shall also pay for governmental inspection fees associated with Storm Water Pollution Prevention Plan.

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§ 3.7.3 If the Contractor-Contractor, or any of its Subcontractors, 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

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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.~~ Contractor in writing, stating the reasons. Failure to properly register a claim within the 21-day period shall be grounds for denial of the claim. 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 knowingly encounters and recognizes human remains or recognizes the existence or good faith belief of such 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.

§ 3.7.6 The Contractor is responsible for scheduling inspections related to the performance of its Work and ensuring Work is complete for inspections. Any costs associated with reinspections caused by irregularities, deficiencies or non-conforming Work will be borne by the responsible contractor including all Architectural and Engineering Services related to evaluation of the problem and development of an acceptable solution.

§ 3.7.7 The Contractor shall take note and comply with all governing laws, rules, and regulations affecting the Work. This may include, but is not limited to, such laws, rules, and regulations as:

- .1 Licensing of Contractors for special requirements, eg hazardous waste removal.
- .2 Requirements for special construction permits.
- .3 Exemption from sales tax, if applicable.
- .4 Wage rates and employment requirements when required by law or by Owner.
- .5 Local labor requirements.
- .6 Non-discriminatory hiring practices.

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§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work at all times during performance of the Work, including work of the Contractor's subcontractors. Any change in superintendent personnel must be approved by the Owner. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Other communications shall be similarly confirmed on written request in each case. This individual shall be fluent in all languages necessary to communicate with Contractor's employees. Owner shall be furnished with the e-mail address and cell phone numbers for the Superintendent. The approved superintendent will work in this position until completion of the Work unless the superintendent shall no longer be in the Contractor's employ, or shall be released at the request of the Architect and/or Owner.

§ 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 Contractor shall, within three (3) business days of the Owner's notification of an intent to award the Contract, submit to the Owner, and Architect/Engineer, the name and qualifications of the proposed superintendent(s) for review and approval. Within fourteen (14) days of receipt of the information, the Architect may shall notify the Contractor, stating Contractor 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 superintendent. When the superintendent(s) are approved, they shall not be removed without the Owner's written approval which will not be unreasonable withheld. The responsibility of the superintendent is to supervise, schedule, coordinate, and manage field operations.

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§ 3.9.3.1 The Superintendent or Superintendents shall be thoroughly competent with full experience in all phases of the Work to be performed under this Contract. Anyone not deemed capable of directing all trades involved in the Work shall be replaced or supplemented immediately upon request, by someone who is satisfactory. After a satisfactory superintendent has been assigned, they shall not be withdrawn without the consent of the Architect and/or Owner.

§ 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 within ten (10) days of award of Contract, shall prepare and submit in its native electronic and graphic format, Owner's and Architect/ Engineer's approval Contractor's baseline construction schedule for Work. Schedule shall not exceed time limits current under the Contract Documents. The schedule Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project conditions of Work and Project, shall be related to entire Project to extent required by Contract Documents, or as requested by Owner or Architect/Engineer, and shall provide for expeditious and practicable execution of Work. Schedule at minimum shall demonstrate rate of work (ROW), availability dates, permits, submittals, working drawings, procurement, fabrication, delivery of materials, construction, and other activities necessary to complete Work. Thereafter, Contractor shall prepare and update construction schedule on at least a monthly basis a current Construction Schedule, if not more frequently at Owner's or Architect's request, to be submitted to Owner in graphic and native electronic format with each Application for Payment. Each update shall include narrative including:

- .1 Description of status of schedule.
- .2 Discussion of current and anticipated delays.
- .3 Discussion of progress of critical path activities.
- .4 Discussion of critical path for remainder of project.
- .5 Listing and discussion of logic changes and duration changes.

§ 3.10.2 The Contractor, promptly after being awarded the Contractor shall prepare submittal schedule within fourteen (14) days after being awarded 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 current submittal schedule. The Contractor shall submit schedule(s) for Architect/Engineer's approval. Architect/Engineer's approval shall not unreasonably be delayed or withheld. 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. Submittal schedule shall:

- .1 be coordinated with Contractor's construction schedule, and;
- .2 allow Architect/Engineer reasonable time to review submittals.

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The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, Contractor shall maintain at site for Owner one copy of Drawings, Specifications, Addenda, Current Construction Schedule, Change Orders 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.

and similar required submittals. Contractor shall display current Construction Schedule at site for reference and reliance by Owner and Architect/Engineer. These shall be available to Architect/Engineer and shall be delivered to Architect/Engineer for submittal to Owner upon completion of Work as record of Work as constructed.

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§ 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. The Contractor shall provide the Owner and the Architect with copies of all submittals made to regulatory agencies.

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§ 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. Contractor shall correct at their cost, and without any adjustment in Contract time, any Work the correction of which is required due to Contractor's failure to obtain approval of submittal required to have been obtained prior to proceeding with Work, including, but not limited to, correction of any conflicts in Work resulting from such failure.

§ 3.12.8 The Work shall be in accordance with ~~approved-reviewed~~ 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~~ review of Shop Drawings, Product Data, ~~Samples, Samples~~ or similar ~~submittals, submittals~~ unless the Contractor has specifically ~~notified-informed~~ the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval-taken appropriate action relative to the specific deviation as a minor change in the ~~Work,~~ 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-omission~~ in Shop Drawings, Product Data, ~~Samples, Samples~~ or similar ~~submittals, submittals~~ by the Architect's ~~approval-review~~ thereof.

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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 reasonably 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.

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§ 3.12.11 The Architect/Engineer's and Consultant's review of Contractor's submittals will be limited to examination of an initial submittal and 1 resubmittal. Architect will notify the Contractor before beginning a further review that such review will result in additional cost to the Owner which can be charged back to Contractor. The Contractor shall reimburse the Owner for amounts paid to the Architect/Engineer for evaluation of additional resubmittals.

~~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.~~ § 3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.13.2 Contractor shall perform the Work so as to cause a minimum of inconvenience to and interruption of the Owner's operations. Any and all interruptions of the operations of the Owner necessary for the performance of the Work shall be noted in the progress schedule and the Contractor shall additionally give the Owner sufficient advance notice of such interruption as to allow the Owner to adjust operations accordingly. Contractor's failure to give the Owner timely notice of such intentions shall place the responsibility of any resulting delays or additional costs solely with the Contractor.

§ 3.13.3 Except as may be specifically provided in the Contract Documents, the Contractor shall provide all necessary temporary facilities, including power, water, sanitation, scaffolding, storage, and security. If Owner makes any such facilities available to Contractor, it is without representation or warranty as to their adequacy for Contractor's use, and Contractor shall indemnify, defend, and hold Owner harmless from and against any claims arising out of Contractor's use of such facilities.

§ 3.13.4 The Contractor shall not bring or permit any subcontractor, supplier or anyone else for whom the Contractor is responsible, to bring on the site any asbestos, PCB's petroleum, hazardous waste or radioactive materials (except for proper use in performing the Work)

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§ 3.15 Cleaning Up, Working Hours and Noise Ordinance

§ 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. Work will be performed in accordance with the Contract Documents, the Applicable Building Code, and other applicable law governing the Contractor's performance of the Work. No delays resulting from compliance with applicable laws or regulations may form the basis for any claim by the Contractor for delay damages or additional compensation or for any extensions of the Contract Time. The Contractor must not permit work outside of hours established in the Contract Documents on a Saturday, Sunday or State or federal holiday without the written consent of the Owner, given after prior written notice to the Architect and any other applicable consultants; such consent, if given, may be conditioned upon payment by the Contractor of the Owner's, Architect's and any other applicable consultants' additional costs and fees, testing or regulatory agency costs incurred in monitoring such off hours Work. The Contractor must notify the Owner as soon as possible if Work must be performed outside such times in the interest of the safety and protection of persons or property at the Site or adjacent thereto, or in the event of an emergency. In no event shall the Contractor permit Work to be performed at the Site without the presence of the Contractor's superintendent and person responsible for the protection of persons and property at the Site and compliance with all applicable laws and regulations, if different from the superintendent.

§ 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. The Contractor must comply with any applicable Noise Ordinances and any successor or substitute provisions covering the regulation of noise levels. It is the duty of the Contractor to familiarize itself with those provisions and perform the Work in compliance with those provisions..

§ 3.15.3 The Contractor must keep the Site and adjacent areas free from accumulation of waste materials or rubbish caused by operations under the Contract, and must keep tools, construction equipment, machinery and surplus materials suitably stored when not in use. If the Contractor fails to do so in a manner reasonably satisfactory to the Owner or the Architect within forty-eight (48) hours after notice or as otherwise required by the Contract Documents, the Owner may clean the Site and back charge the Contractor for all costs associated with the cleaning. The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or 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.

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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 from and against Owner and the Architect/Engineer, and their agents, employees, and consultants from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from or in connection with the 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, any such claim, damages, loss, or expense is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by them, any of them or anyone for whose acts they any of them may be liable, regardless of whether or not such claim, damage, loss, or expense it is caused in part by the negligence or fault of 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. otherwise reduce any other right or obligation of indemnity what would otherwise exist as to any party or person described in the Agreement.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, any and all Claims against the Owner or the Architect/Engineer or any of their agents, employees, and

consultants by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by them, any of them or anyone for whose acts they any of them 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, this Section shall not be limited in any way by any limitations on the amount or types of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' any subcontractor under the workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts.

§ 3.18.3 Claims, damages, losses, and expenses" as these words are used in this agreement shall include claims, damages, losses, or expenses of any sort whatsoever and shall also include, but not be limited to (1) injury or damage consequent upon the failure of or use or misuses by Contractor, its Subcontractors, agents, servants, or employees, of any kind of equipment, whether or not the same be owned, furnished, or loaned by Owner; (2) all attorneys' fees and costs incurred in bringing an action to enforce the provisions of this indemnity or any other indemnity contained in the General Conditions, as modified by the Supplementary General Conditions; and (3) time expended by the parties being indemnified and employees, at their usual rates plus cost of travel, long distance telephone, and reproduction of documents.

§ 3.18.4 Contractor's indemnity obligations under this Paragraph 3.18 shall also specifically include, without limitation, all fines, penalties, damages, liability, costs, expenses (including, without limitation, reasonable attorneys' fees), and punitive damages (if any) arising out of, or in connection with, any (i) violation of or failure to comply with any law, statute, ordinance, rule, regulation, code, or requirement of a public authority that bears upon the performance of the Work by Contractor, Subcontractors, or any person or entity for whom either is responsible, (ii) means, methods, procedures, techniques, or sequences of execution or performance of the Work, and (iii) failure to secure and pay for permits, fees, approvals, licenses, and inspections as required under the Contract Documents, or any violation of any permit or other approval of a public authority applicable to the Work, by Contractor, Subcontractors, or any person or entity for whom either is responsible, but only to the extent caused by the negligent acts or omissions of Contractor, Design Consultants, Subcontractor, or any person or entity for whom either is responsible.

§ 3.18.5 In the event the Owner should prevail in any legal action arising out of the performance or non-performance of this Agreement, the Contractor shall pay, in addition to any damages, all expenses of such action including reasonable attorney's fees, all expert witness fees, costs, and litigation expenses incurred by the Owner, including those incurred on appeal. The term "legal action" shall be deemed to include any arbitration, administrative proceedings, and all actions at law or in equity, including appeals.

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§ 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. "Architect" is defined in this Contract as the Engineer or Architect lawfully licensed by the State to practice architecture or engineering or an entity, licensed by the State to lawfully practice architecture or engineering identified as such in this Contract and as is referred to throughout the Contract documents as if singular in number. The term "Engineer," "Architect/Engineer," "Engineer/Architect," "Architect's authorized representative," "Engineer's authorized representative," or "Architect/Engineer's authorized representative" shall mean "Architect" as defined in this paragraph.

...

§ 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 Architect, as a representative of the Owner, shall attend construction meetings and visit the site while Work is in progress not less often than as outlined in the Contract between Owner and Architect, or as otherwise mutually agreed to by the parties, to observe and evaluate the site and the Work; to become 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. Work; and to determine whether the Work evaluated and observed is proceeding in accordance with the Contract Documents and construction schedule and whether there are defects or deficiencies in the Work evaluated and observed. On the basis of on-site observations and evaluations, the Architect shall keep the Owner reasonably informed of the progress and quality of the Work and its conformance with the Construction Documents and the construction schedule. 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. Documents, except as provided in Section 3.3.1.

§ 4.2.2.1 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect/Engineer for site visits made necessary by the fault of the Contractor or by defects and deficiencies of the Work.

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~~The~~ Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, 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 relevant direct communications between the Owner and the Contractor otherwise relating to the ~~Project. Communications~~ 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.

§ 4.2.4.1 All notices, demands, requests, instructions, approvals, proposals and claims must be in writing. Any notice or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the agreement (or at such other office as the contractor may from time to time designate in writing to the Owner), or if deposited in the United States mail in a sealed, postage-paid envelope or delivered with charges prepaid to any telegraph company for transportation, in each case addressed to such office.

§ 4.2.4.2 All papers required to be delivered to the Owner shall, unless otherwise specified in writing to the Contractor, be delivered to the office of FEH DESIGN, 604 E. Grand Avenue, Des Moines, IA 50309 and any notice to or demand upon the Owner shall be sufficiently given if so delivered, or if deposited in the United States mail in a sealed, postage prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to said Owner at such address, or to such other representatives of the Owner may subsequently specify in writing to the Contractor for such purpose.

§ 4.2.4.3 Any such notice shall be deemed to have been given as of the time of actual delivery of (in the case of mailing) when the same should have been received in due course of post, or in the case of telegrams, at the time of actual receipt, as the case may be.

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§ 4.2.7.1 In no case will the Architect/Engineer's review period on any submittal be less than fifteen (15) calendar days after receipt of the submittal from the Contractor.

...

§ 4.2.12 Interpretations and decisions 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, 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.

...

§ 4.2.14.1 Contractor's requests for information shall be prepared and submitted in accordance with Division I General Requirements sections on form acceptable to Architect/Engineer. The Architect/Engineer will return without action requests for information that does not conform to requirements of the Contract Documents.

...

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, ~~as soon as practicable~~ within 10 days 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. A list of Subcontractors shall be submitted in duplicate on AIA Document G805, 2001 Edition. Contractor shall update this list throughout Project and keep Owner and Architect/Engineer advised of any new subcontractors employed.

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§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required. Acceptance or rejection of any subcontractor shall not relieve the Contractor of performance of Work as called for under the Contract Documents, nor shall acceptance of a particular subcontractor be construed as acceptance of any particular purpose or material.

...

§ 5.2.5 Manufacturers and Fabricators:

§ 5.2.5.1 Not later than thirty (30) days after the date of commencement of the Work, the Contractor shall furnish in writing to the Owner through the Architect/ Engineer the names of persons or entities proposed as manufacturers or fabricators for certain products, equipment and systems identified in the General Requirements (Division 1 of the Specifications) and, where applicable the name of the installing Subcontractor. The Architect/Engineer may reply within fourteen (14) days to the Contractor in writing stating 1) whether the Owner or the Architect/ Engineer has reasonable objection to any such proposed person or entity or 2) that the Architect/Engineer requires additional time to review. Failure of the Owner or Architect/Engineer to reply within the fourteen (14) day period shall constitute notice of no reasonable objection.

§ 5.2.5.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect/Engineer has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.5.3 If the Owner or Architect/Engineer has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect/Engineer has no reasonable objection. If the proposed but rejected manufacturer or fabricator was reasonable capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute manufacturer's or fabricator'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.

§ 5.2.5.4 The Contractor shall not substitute a person or entity previously selected if the Owner or Architect/Engineer makes reasonable objection to such substitution.

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...

§ 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.

...

§ 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. The Contractor shall give notification of the potential of a claim in writing to Owner and/or Separate Contractor within forty-eight (48) hours of the occurrence or discovery of the potential of an occurrence of the delay or action that will result in making a claim.

...

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

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§ 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. No claim for an addition to the maximum Contract sum shall be considered a valid claim unless a written change order procedure is followed as outlined in this Section. Verbal authorization for changes must be supported by written approval before being considered valid.

...

§ 7.1.2.1 All changes in Material or Methods as described in the Plans and Specifications must have written approval by the Owner and Architect prior to incorporation in the Project.

§ 7.1.2.2 All changes in the Plans and Specifications must be documented by a Change Order Form issued by the Architect & approved by the Owner.

§ 7.1.2.3 Total adjustments in Contract Amount are to reflect a reasonable markup to reflect overhead and profit, not to exceed as follows:

§ 7.1.2.3.1 Change executed by Subcontractor: 10% by Subcontractor for overhead and profit and 5% by Contractor for coordination and profit. Subcontractor and Sub-subcontractor's total aggregate shall not exceed ten percent (10%) percent of the cost.

§ 7.1.2.3.2 Change executed by Contractor without subcontractor involvement: 10% for overhead and profit. On Work deleted from the Contract, credit to the Owner shall be the Architect/Engineer approved net cost plus one-half (½) of the overhead and profit percentage noted above.

§ 7.1.2.3.3 Contractor and Sub-contractors shall provide written detailed documentation for each (sub) contractor showing their time and materials on all changes submitted for review by the Architect unless pre-approved at a fixed amount. In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner described above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over \$500.00 be approved without such itemization.

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§ 7.2.2 The forms used to process a Change Order will include AIA Document G701, Change Order

§ 7.2.3 Contractor shall submit change proposals covering contemplated Change Order within ten (10) days after request of Owner, or Architect/Engineer or within ten (10) days after event giving rise to Contractor's claim for change in Contract Sum or Contract Time. No increase in Contract Sum or extension of Contract Time will be allowed

Contractor for cost or time involved in making change proposals. Change proposals shall define or confirm in detail Work which is proposed to be added, deleted, or changes and shall include any adjustment which Contractor believes to be necessary in (i) Contract Sum, (ii) Contract time. Any proposed adjustment shall include detailed documentation including, but not limited to: cost, properly itemized and supported by sufficient substantiating data to permit evaluation including cost of labor, materials, supplies and equipment, rental cost of machinery and equipment, additional bond cost, plus fixed fee for profit and overhead (which includes office overhead and site-specific overhead and general conditions) of ten percent (10%) if Work is performed by Contractor, or five percent (5%) if Work is performed by Subcontractor or Sub-subcontractor. Subcontractors and Sub-subcontractors overhead and profit in turn shall not exceed total aggregate of ten percent (10%). Change proposals shall be binding upon Contractor and may be accepted or rejected by Owner at their discretion. Owner may, at their option, instruct Contractor to proceed with Work involved in change proposal in accordance with this section without accepting change proposal in its entirety.

§ 7.2.4 If the Owner determines that a change proposal is appropriate, the Architect will prepare and submit a request for a Change Order or Contract Amendment providing for an appropriate adjustment in the Contract Sum or Contract Time, or both, for further action by the Owner. No such change is effective until the Owner and Architect sign the Change Order.

...

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order. Order, upon prior written approval of the Owner.

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§ 8.1.1.1 The project shall be substantially complete by 01/21/2022. Contractor may, at Contractor's option, complete the project at an earlier date to be indicated on the Bid Form.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement. Agreement or the date of the Notice To Proceed, whichever occurs later.

...

§ 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~~. Owner or prior to approval of Certificates of Insurance, and Additional Insured Endorsement and Notice of Cancellation Endorsement required to be submitted to Owner under Contract.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time. If Contractor's Work shall fall behind schedule for reasons that are not excused under the terms of the Contract, Contractor shall add additional workers or shifts, and/or work overtime as necessary to maintain the Construction Schedule.

§ 8.2.4 The Contractor must conform to the most recently approved Construction Schedule. The Contractor must complete the indicated Work or achieve the required percentage of completion, as applicable, within any interim completion dates established in the most recently approved Construction Schedule.

§ 8.2.5 The Contractor must maintain at the Site, available to the Owner and the Architect for their reference during the progress of the Work, a copy of the approved Construction Schedule and any approved revisions thereto. The Contractor must keep current records of and mark on a copy of the approved Construction Schedule the actual commencement date, progress, and completion date of each scheduled activity indicated on the Construction Schedule.

§ 8.2.6 The Contractor represents that its bid includes all costs, overhead and profit which may be incurred throughout the Contract Time and the period between Substantial and final Completion. Accordingly, the Contractor may not make any claim for delay damages based in whole or in part of the premise that the Contractor would have completed the Work prior to the expiration of the Contract time but for any claimed delay.

§ 8.2.7 If the Contractor's progress is not maintained in accordance with the approved Construction Schedule, or the Owner determines that the Contractor is not diligently proceeding with the Work or has evidence reasonably indicating that the Contractor will not be able to conform to the most recently approved Construction Schedule, the Contractor must, promptly and at no additional cost to the Owner, take all measures necessary to accelerate its progress to overcome the delay and ensure that there will be no further delay in the progress of the Work and notify the Owner.

§ 8.2.8 The Owner reserves the right to issue a written directive to accelerate the Work that may be subject to an appropriate adjustment, if any, in the Contract Sum. If the Owner requires an acceleration of the Construction Schedule and no adjustment is made in the Contract Sum, or if the Contractor disagrees with any adjustment made, the Contractor must file a claim as provided in Article 15 or the same will be deemed to be conclusively waived.

...

§ 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, fire~~, excusable weather delays as defined in Section 15.1.5.2, 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 determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine. A time extension shall be Contractor's sole remedy and compensation for all such delays other than those resulting from the acts or negligence of the Owner, the Architect, or the Owner's separate contractors (collectively "Owner Caused Delays"). For proven Owner Caused Delays, the Contractor may recoup the actual costs resulting from such delays, but not for any additional profit or fee.

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Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect thirty (30) days before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

...

§ 9.3.1 At least ~~ten~~ thirty (30) days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared for operations completed in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The values. Such application shall be notarized, if required, and supported by ~~all such~~ 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 as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers. If the Contract Documents required the Owner to retain a portion of the payments until some future time, the Applications for Payment shall clearly state the percentage and the amount to be retained. Once the Application is approved by the Architect, the Application for Payment must be submitted for approval to the Lake Geneva Public Library Board of Trustees at their next regularly scheduled meeting. The application must be received at the Owner office at least one week prior to the scheduled meeting for it to be included in that meeting's scheduled business. The form of Application for Payment shall be a notarized AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, supported by AIA Documents G703, CONTINUATION SHEET. Contractor shall furnish forms.

...

§ 9.3.1.2 Applications for Payment must be consistent with the approved Schedule of Values and shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.1.3 Until Substantial Completion the Owner shall pay 95% of the amount due the Contractor on account of progress payments.

§ 9.3.1.4 The Owner's release of retained funds and final payment to the Contractor shall be made in accordance with Wisconsin statutes.

§ 9.3.1.5 Progress payments shall be made monthly upon application. Monthly estimates will be paid to the Contractor as the work progresses in the amounts equal to ninety-five percent (95%) of the Contract Value of the work completed, including materials and equipment delivered and properly stored at the Project site, during the preceding calendar month, and will be based upon an Application prepared by the Contractor and subject to the approval of the Architect. The Contractor shall submit the Application for Payment to the Architect not later than the first day of the following month. The Owner shall make payment to the Contractor by the last day of the month. Such monthly payments shall in no way be construed as an act of acceptance for any part of the work, partially or totally completed. The remaining balance of five percent (5%) of the Contract Sum, shall be paid by the Owner to the Contractor no earlier than thirty-one (31) days after the date of final acceptance of said Work by the Owner, subject to the conditions and in accordance with the provisions of Wisconsin Statutes. No such partial of final payment will be due until the Contractor has certified to the Owner that the materials, labor and services involved in each estimate have been paid for in accordance with the requirements stated in the Specifications.

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- .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 repeated failure to carry out the Work in accordance with the Contract Documents.
- .8 service work not attended to.
- .9 evidence of lack of careful workmanship.
- .10 unworkmanlike or over expeditious construction.
- or
- .11 lack of attention to the special field duties specified.

...

§ 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.~~

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment payment, following Board approval, in the manner and within the time provided in the Contract Documents, and shall so notify the Architect. Owner will, within thirty (30) days of presentation to them of Notarized Certificate for Payment, pay Contractor progress payment on basis of approved Application for Payment. Laws of State of Wisconsin shall be followed regarding Contractor Payment, with a five percent (5%) retainage held from each progress payment. Final payment shall be made no sooner than thirty-one (31) days following final approval and acceptance of completed Project. Until Substantial Completion, the Owner will pay ninety-five percent (95%) of the amount due the Contractor on account of Progress Payments, (5%) retainage.

...

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven (7) 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. Regardless of any requests made pursuant to this section, neither the Owner nor Architect/Engineer shall have an obligation to pay or to see to the payment of money to, a Subcontractor or supplier, to a Subcontractor, except as may otherwise be required by law.~~

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§ 9.6.8.1 Payment to Contractor will be made by Owner from cash on hand from such sources as may be legally available.

~~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, the amount certified by the Architect or awarded by binding dispute resolution, 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 by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.~~

sixty (60) days after the Contractor submits an Application for Payment to the Architect, the Contractor may file a claim in accordance with Article 15 of this Contract.

...

§ 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, subject only to completion of minor punch list items, the absence of completion of which does not interfere with Owner's intended use of Project. The Contractor assumes the responsibility for notifying the Architect in writing when the Project is complete and ready for inspection and review by Architect. This letter to the Architect shall include the date after which the Contractor will be ready for final review and inspection. Designated portions of the Work will be reviewed separately.

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§ 9.8.6 The Contractor shall reimburse the Owner for any Architect/Engineer's Additional Services and/or attorneys' fees incurred as a result of Contractor's failure to finally complete the Work within sixty (60) days after date specified in the Contract Documents for Project Substantial Completion, or subsequently modified by Change Orders or dates established in the Certificate of Substantial Completion. Reimbursement for these additional services will be deducted by the Owner from the amounts due the Contractor and paid directly to the Architect/Engineer. For purposes of this paragraph "incurred as a result of" includes any architectural fees charged to Owner as Additional Fees under the contract due to the fact that the services were performed sixty (60) days (or some other amount of time specified in the Owner/Architect Agreement) after Substantial Completion. The nature of the services performed (and whether they would have otherwise been performed as normal closeout services at some point under Basic Services) is not relevant to the Contractor's obligations for reimbursement under this section if the contract between the Owner and Architect states that any and all services and related fees are defined as Additional Services solely because they were performed more than sixty (60) days (or some other amount of time specified in the Owner/Architect Agreement) after Substantial Completion.

§ 9.8.7 Request for Early Release of Retainage Funds

§ 9.8.7.1 Upon achieving Substantial Completion, as defined by Wisconsin Statutes, the Contractor may formally request the release of all or part of the retainage funds being held on the Project. The Contractor's request for Release of the Retainage Funds shall be accompanied by a sworn statement that ten (10) calendar days prior to filing the Request for Release of the Funds a notice was given to all known subcontractors, sub-subcontractors and suppliers that the Contractor is requesting the early release of retainage funds. If proper documentation is received from the Contractor, the Owner will release all retainage funds at the next monthly Owner meeting or within thirty (30) days, whichever is less, except it may retain the following:

§ 9.8.7.1.1 An amount equal to 200% of the value of labor or materials yet to be provided on the Project as determined by the Owner and its authorized contract representative. For purposes of this section, "authorized contract representative" means the Architect of record on the Project, unless otherwise specified.

§ 9.8.7.1.2 An amount equal to 200% of the value of any claims on bonds for public projects currently on file at the time the Request for Release of Retainage is approved.

§ 9.8.7.1.3 If the Owner withholds an amount from the retainage payment to the Contractor, the Owner will provide a reason the request is being denied to the Contractor within thirty (30) calendar days of the receipt of the request.

§ 9.8.7.1.4 Operation, Maintenance, and Warranty Manuals and Record Drawings and Specifications.

§ 9.8.8 If the Owner withholds any amounts of retained funds, the Architect/ Engineer, on behalf of the Owner, shall provide an itemization and list of reasons why amounts are being withheld within thirty (30) calendar days of receipt of request.

§ 9.8.9 Warranties required by the Contract Documents will commence on the Date of Substantial Completion of the Work unless otherwise provided in the Certificate of Substantial Completion or the Contract Documents.

§ 9.8.10 Upon execution of the Certificate of Substantial Completion, the Contractor will deliver custody and control of such Work to the Owner. The Owner will thereafter provide the Contractor reasonable access to such Work to permit the Contractor to fulfill the correction, completion and other responsibilities remaining under the Contract and the Certificate of Substantial Completion.

§ 9.8.11 Unless otherwise provided in the Certificate of Substantial Completion, the Contractor must complete or correct all items included in the final Punch List within sixty (60) days, subject to the availability of special order parts and materials, after the Date of Substantial Completion.

§ 9.8.12 Not later than ten (10) days after the date of Substantial Completion, the Contractor shall furnish to the Architect/Engineer all Closeout Documentation identified in General Requirements (Division 1 of the Specifications). Except with the consent of the Owner, the Architect/Engineer will perform Closeout Documentation review only during the sixty (60) day period following Substantial Completion. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect/Engineer for additional reviews beyond the 60 day time period identified.

§ 9.8.13 At the time of Substantial Completion, in addition to removing rubbish and leaving the building "broom clean," the Contractor must replace any broken or damaged materials, remove stains, spots, marks and dirt from decorated Work, clean all fixtures, vacuum all carpets and wet mop all other floors, replace HVAC filters, clean HVAC coils, and comply with such additional requirements, if any, which may be specified in the Contract Documents.

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§ 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. When the Contractor has completed or corrected all items on the final Punch List and considers that the Work is complete and ready for final acceptance, the Contractor must give written notice to the Owner and the Architect and request a final inspection of the Work as provided in Section 9.10.2. The Contractor's notice and request for a final inspection must be accompanied by a final Application for Payment and the Submittals required by Section 9.10.3.

§ 9.10.1.1 The Architect/Engineer will perform no more than one (1) inspection to determine whether the Work or a designated portion thereof has attained Final Completion in accordance with the Contract Documents. The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect/Engineer for any additional inspections.

§ 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 and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees. Upon receipt of the Contractor's notice and request for final inspection, the Owner and the Architect will promptly make such inspection and, when the Owner and the Architect concur that the Work has been fully completed and is acceptable under the Contract Documents, the Architect will issue a Certificate of Final Completion to the Owner. The Contractor's notice and request for final inspection constitutes a representation by the Contractor to the Owner and the Work has been completed in full and strict accordance with terms and conditions of the Contract Documents. The Architect will promptly notify the Contractor if the Owner or the Architect do not concur that the Work is finally complete. In such case, the Contractor must bear the cost of any additional services of the Owner or the Architect until the Work is determined to be finally complete services of the Owner or the Architect until the Work is determined to be finally complete..

§ 9.10.2.1 The Contractor shall provide Project Record Documents, Operation and Maintenance Manuals, Instruction to Owner's personnel, Final Cleaning and other closeout procedures specified elsewhere.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims. Final Payment will be made no earlier than thirty-one (31) days following approval by the Owner at a regularly scheduled meeting, receipt of all Releases on Bond Claims, Sales Tax information, and all other required closeout documents, and subject to the conditions of and in accordance with the provisions of Wisconsin Statutes. Owner may withhold from final payment any and all amounts required to reimburse the Owner for all costs, fees (including reasonable attorney's fees) it incurred as a result of any claims filed on the project. Neither final payment nor any remaining retained percentage will become due until the Contractor submits the following documents to the Architect.

§ 9.10.3.1 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, submitted on AIA Document G706, Affidavit of Payment of Debts and Claims (latest edition) or such other form as may be prescribed by the Owner.

§ 9.10.3.2 A certificate evidencing that the Contractor's liability insurance and Performance Bond remain in effect during the one-year correction period following Substantial Completion as set forth in Section 12.2.2.1 and 12.2.2.2;

§ 9.10.3.3 A written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents;

§ 9.10.3.4 Consent of surety to final payment, submitted on AIA Document G707 (latest edition) or other form prescribed by the Owner;

§ 9.10.3.5 Other data required by the Owner establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be prescribed by the Owner;

§ 9.10.3.6 A certified building location survey and as-built site plan in the form and number required by the Contract Documents.

§ 9.10.3.7 All warranties and bonds required by the contract Documents; and

§ 9.10.3.8 Record Documents as provided in Section 3.2.2 and return of Contract Documents as provided therein.
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§ 9.11.1 The Contractor and the Contractor's surety, if any, shall be liable for and shall pay the Owner for any extra costs for engineering or architectural services, construction observation services and related expenses necessitated by the delayed prosecution of the work by the Contractor beyond the date of Final Completion required by the Agreement. Such costs are in no way a penalty, but represent additional expenses to the Owner caused by the Contractor's delay in completing the Work.

§ 9.12.1 No assignment by the Contractor of any principal contract or any part thereof, or of the funds to be received thereunder by the Contractor, will be recognized unless such assignment has had the written approval of the Owner and the Surety has been given due notice of such assignment and has furnished written consent thereto. In addition to the usual recitals in the Assignment Contract, the following language must be set forth: "It is agreed that the funds to be paid to the Assignee under this Assignment are subject to prior lien or claims for services rendered on materials supplied for the performance of all work called for in said Contract, in favor of all persons, firms or corporations rendering such services supplying such materials."

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§ 10.1.1 Contractor shall take all necessary precautions to keep the site and work in compliance with the safety and health regulations for construction issued by the Bureau of Labor Standards of the U.S. Department of Labor as well as the Occupational Safety and Health Standards parts 1910 and 1926 as amended and as enforced by the State of Wisconsin.

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§ 10.2.4.1 When use or storage of explosives, or other hazardous materials, substances or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall give the Owner reasonable advance notice.

§ 10.2.5.1 Contractors required remedial action for damage and loss to property referred to in Sections 10.2.1.2 and 10.2.1.3 shall repair the damaged materials and surfaces to their original condition, or better, to the satisfaction of the Owner. All such repairs are the responsibility of the Contractor and shall be accomplished at no additional cost to the Owner.

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§ 10.2.9 At the end of the day's work, all new work likely to be damaged shall be covered. During cold weather protect all work from damage. If low temperatures make it impossible to continue operations safely in spite of cold weather precautions, work shall cease after notifying Architect/Engineer. All other protective measures not mentioned above which may be required shall be furnished by the particular contractor responsible for such protection.

§ 10.2.10 Contractor shall construct and maintain all necessary temporary drainage and do all pumping necessary to keep excavations free of water.

§ 10.2.11 Contractor shall at all times, protect the excavation, trenches and/or the buildings from damage or rainwater, spring water, ground water, backing up of drains, or sewers, etc. Provide all pumps, equipment, and enclosures to give this protection.

§ 10.2.12 Contractor shall provide all shoring, bracing, and sheeting as required for safety and for the proper execution of the Work. Remove when work is completed.

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and ~~notify~~ report the condition in writing to the Owner and Architect of the condition.

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In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, must take all necessary action, without the necessity for any special instruction or authorization from the Owner or Architect, 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. The Contractor must promptly, but in all events with twenty-four (24) hours of the emergency, report such action in writing to the Owner and Architect. If the Contractor incurs additional costs on account of or is delayed by such emergency, the Contractor may request a change in the Contract Sum or Contract Time to account for such additional costs or delay in accord with Articles 7, 8 and 15. The Contractor must file any such request within ten (10) days of the emergency, or it is deemed waived. Any adjustment in the Contract Sum or Contract time shall be limited to the extent that the emergency work is not attributable to the fault or neglect of the Contractor or otherwise the responsibility of the Contractor under the Contract Documents.

...

§ 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. ~~Reference Exhibit A to these Supplementary Conditions, which is attached hereto and incorporated by reference herein.~~

§ 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. ~~furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.~~ Bonds may be obtained through the Contractor's usual source and the cost thereof shall be included in the Contract Sum. The amount of each bond shall be equal to one hundred percent (100%) of the Contract Sum.

- .1 The Contractor shall deliver the required bonds to the Owner not later than ten (10) days following the date the Agreement is entered into, or, if the Work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to the commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished.
- .2 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney; and
- .3 The Contractor shall require the bonding company to be registered with authority to transact business in State of Wisconsin.

...

§ 11.1.4.1 The Contractor shall provide insurance coverage for portions of the Work stored off the site after written approval of the Owner at the value established in the approval, and also for portions of the Work in transit.

§ 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. Owner's all risk insurance will be provided by Owner with customary exclusions of certain perils.

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§ 11.2.2.1 This property insurance is written with a deductible of \$1000.00 per occurrence. In the event of a paid claim, the Claimant, including subcontractors, shall be responsible for the deductible amount. Vandalism insurance shall not cover glass breakage. Should the Contractor desire this coverage, Contractor shall carry it at Contractor's cost. Payments of any insurance deductibles will be at the expense of the party claiming loss under the policy.

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§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the ~~Architect~~, Architect upon written authorization from Owner, 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 has not specifically requested to examine prior to its being covered, the Architect may ~~request~~ request, upon written authorization from Owner, to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

...

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Contractor's obligations under Section 3.5, if, within two (2) years after date of Substantial Completion of Work or designated portion thereof or after the date for date of commencement of warranties established under ~~Section 9.9.1~~, any other provision of Contract Documents, or by terms of ~~any an~~ applicable special warranty required by the Contract Documents, any of the Work is found ~~not~~ 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-written notice from Owner to do so.~~ 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-condition. Before commencing correction of Work, Contractor shall submit to Owner written description of their proposed repairs. This proposal shall be approved by Design Professional before Contractor commences repair. Once Contractor has completed repair work, they shall notify Owner and Design Professional who shall promptly review corrected work. If Design Professional or Owner rejects corrected Work, Contractor shall continue with repairs until such time as Design Professional and Owner accept corrected Work. Where Contractor corrects defective Work during initial two (2) year period after Substantial Completion, if Owner discovers defects in corrected Work within one (1) year after repairs are made, then Contractor shall be obligated, upon written notice from Owner, to correct such defects within one (1) year from date that repairs were made.

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§ 12.2.6 If Contractor fails or refuses to correct Work in accordance with their obligations under Contract Documents after written notice from Owner, then Owner may correct Work and Contractor shall be liable for costs to correct Work, any related architectural, engineering or other consulting costs, attorney's fees and expenses, and fines or penalties, if any. Any amounts due to Owner from Contractor under this Section may be withheld from balance of Contract Sum not yet paid.

...

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.

§ 13.1.1 Compliance with Law Provision: the Contractor agrees that it will comply with all applicable Federal, State and local laws, statutes, codes, rules, and regulations having jurisdiction over the Project. Contractor shall take all necessary precautions to keep the site and work in compliance with the safety and health regulations for construction issued by the Bureau of Labor Standards of the U.S. Department of Labor as well as the Occupational Safety and Health Standards, as amended and as enforced by the State of Wisconsin.

...

~~§ 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.~~

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§ 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. Contractor shall schedule all tests, inspections, or specific approvals required by law or Contract Documents so as to avoid any delay in Work. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

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§ 13.4.7 In addition to tests required by Section 13.5, Owner may at any time arrange for other tests, inspections and specific approvals to be performed by others selected by Owner, at Owner's expense. Contractor shall cooperate with Owner and provide access to Work for such tests, inspections and approvals.

...

§ 13.6 Owner's Right to Occupy

Owner shall have the right to occupy, without prejudice to rights of either party, any completed or largely completed portion of structure or Work, notwithstanding the fact that time for completing entire Work, or such portion thereof, may not have expired. Such occupancy and use shall not be an acceptance of Work taken or used.

§ 13.7 Rebates

Owner shall have the right to apply for and secure all rebates which are available when Bids are received. Contractor shall provide invoices, itemizations, and cooperation to the Owner in this regard.

§ 13.8 Equal Opportunity

§ 13.8.1 The Contractor shall maintain policies of employment as follows:

§ 13.8.1.1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed, religion, color, sex, national origin, ancestry, familial status, age,

mental or physical disability, sexual orientation, gender identity, genetic information or any other protected class under state or federal law. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, religion, color, sex or national origin, ancestry, familial status, age, mental or physical disability, sexual orientation, gender identity, genetic information or any other protected class under state or federal law. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

§ 13.8.1.2 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, creed, religion, color, sex, national origin, ancestry, familial status, age, mental or physical disability, sexual orientation, gender identify, genetic information or any other protected class under state or federal law.

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§ 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: Contractor has no right to stop Work as consequence of non-payment. In event of any disagreement between Contractor and Owner involving Contractor's entitlement to payment, Contractor's only remedy is to file Claim in accordance with Article 15. Contractor shall diligently proceed with Work pending resolution of Claim.

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or If, however, an Application for Payment has been approved for payment by Owner, and Owner fails to make payment within sixty (60) days of approval of payment by Owner, Contractor may upon ten (10) day written notice to Owner, stop work if payment is not made by Owner within ten (10) days following notice.
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and 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 and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2.1 The Owner may terminate the Contract for cause if the Contractor

- .1 repeatedly refuses or fails to supply enough Fails to supply adequate properly skilled workers or proper materials;

- ~~.2~~ ~~fails-Fails~~ to make payment to Subcontractors or ~~suppliers-Suppliers~~ for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors or ~~suppliers;Suppliers;~~
- ~~.3~~ ~~repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or~~ Fails to comply with any laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
- ~~.4~~ ~~otherwise is guilty of substantial breach of a provision of the Contract Documents.~~ Fails to perform the Work in accordance with the Contract Documents or otherwise breaches any provision of the Contract Documents;
- ~~.5~~ Anticipatory breaches or repudiates the Contract;
- ~~.6~~ Fails to make satisfactory progress in the prosecution of the Work required by the Contract; or
- ~~.7~~ Endangers the performance of this Contract.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- ~~.1~~ Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- ~~.2~~ Accept assignment of subcontracts pursuant to Section 5.4; and
- ~~.3~~ Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work. Owner may terminate Contract, in whole or in part, whenever Owner determines that sufficient grounds for termination exist as provided in Section

§ 14.2.2.1 Owner will provide Contractor with written notice to cure default. If default is not cured, termination for default is effective on date specified in Owner's written notice. However, if Owner determines that default contributes to curtailment of an essential service or poses an immediate threat to life, health, or property, Owner may terminate Contract immediately upon issuing oral or written notice to Contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or Contract, Contractor shall compensate Owner for additional costs that foreseeably would be incurred by Owner, whether costs are actually incurred or not, to obtain substitute performance. Termination for default is termination for convenience if termination for default is later found to be without justification.

§ 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. Upon receipt of written notice from the Owner of termination, the Contractor must:

- ~~.1~~ Cease operations as directed by the Owner in the notice and, if required by the Owner and County, participate in an inspection of the Work with the Owner, County and the Architect to record the extent of completion thereof to identify the Work remaining to be completed or corrected, and to determine what temporary facilities, tools, equipment and construction machinery are to remain at the Site pending completion of the Work;
- ~~.2~~ Complete or correct the items directed by the Owner, and take actions necessary, or that the Owner may direct, for the protection and preservation of any stored materials and equipment and completed Work;
- ~~.3~~ Unless otherwise directed by the Owner, remove its tools, equipment and construction machinery from the Site; and
- ~~.4~~ Except as directed by the Owner, terminate all existing subcontracts and purchase orders and enter into further subcontracts or purchase orders.

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

.1 Take possession of the Site and of all materials and equipment thereon, and at the Owner's option, such temporary facilities, tools, construction equipment and machinery thereon owned or rented by the Contractor that the Owner elects to utilize in completing the Work;

a) Accept assignment of subcontracts and purchase orders, and

b) Complete the Work by whatever reasonable method the Owner may deem expedient.

§ 14.2.5 Upon termination for cause, the Contractor must take those actions described in Section 14.2.3, and the Owner may take those actions described in Section 14.2.4, subject to the prior rights of the Contractor's Surety.

§ 14.2.6 When the Owner terminates the Contract for cause, the Contractor is not entitled to receive further payment until the Work is completed and the costs of completion have been established.

§ 14.2.7 If the unpaid balance of the Contract Sum less amounts which the Owner is entitled to offset from the unpaid Contract balance, including actual or Liquidated Damages, compensation for the Architect's services and expenses made necessary thereby, and other damages and expenses incurred by the Owner, including reasonable attorney's fees, exceeds the costs of completing the Work, including compensation for the Owner's and the Architect's services made necessary thereby, such excess will be paid to the Contractor or Surety, as directed by the Surety. If such costs exceed the unpaid Contract balance, the Contractor must pay the difference to the Owner upon written demand. This obligation for payment survives termination of the Contract.

§ 14.2.8 In completing the Work following termination for cause, the Owner is not required to solicit competitive bids or to award completion work to the lowest bidder, but may obtain such completion work and related services on the basis of sole source procurement and negotiated compensation

§ 14.2.9 If the Contractor files for protection, or a petition is filed against it, under the Bankruptcy laws, and Contractor wishes to affirm the Contract, Contractor shall immediately file with the Bankruptcy Court a motion to affirm the Contract and shall provide satisfactory evidence to Owner and to the Court of its ability to cure all present defaults and its ability to timely and successfully complete the Work. If Contractor does not make such an immediate filing, Contractor accepts that Owner shall petition the Bankruptcy Court to lift the Automatic Stay and permit Owner to terminate the Contract.

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

§ 14.4.1 The Owner may, at any time, terminate the Contract or any portion thereof or the Work for the Owner's convenience and without cause..

§ 14.4.2 Upon receipt of the written notice from the Owner of such termination for the Owner's convenience, the Contractor shall termination, the Contractor must:

.1 Cease operations as directed by the Owner in the notice; the notice and, if required by the Owner, participate in an inspection of the Work with the Owner and the Architect/Engineer to record the extent of completion thereof, to identify the Work remaining to be completed or corrected, and to determine what temporary facilities, tools, equipment and construction machinery are to remain at the Site pending completion of the Work;

.2 Complete or correct the items directed by the Owner, and take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and any stored materials and equipment and completed Work;

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, Unless otherwise directed by the Owner, remove its tools, equipment and construction machinery from the Site, and

.4 Except as directed by the Owner, terminate all existing subcontracts and purchase orders related to the Work and enter into no further subcontracts and purchase orders or purchase orders therefor.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement. Following written notice from the Owner of termination, the Owner may:

- .1 Take possession of the Site and of all materials and equipment thereon, and at the Owner's option, such temporary facilities, tools, construction equipment and machinery thereon owned or rented by the Contractor that the Owner elects to utilize in completing the Work;
- .2 Accept assignment of subcontracts and purchase orders; and
- .3 Complete the Work by whatever reasonable method the Owner may deem expedient.

§ 14.4.4 In case of termination for the Owner's convenience, the Contractor will be entitled to compensation only for the following items:

- .1 Payment for acceptable Work performed up to the date of termination;
- .2 The costs of preservation and protection of the Work if requested to do so by the Owner;
- .3 The cost of terminating the following contracts including:
 - a) Purchased materials but only if not returnable and provided to the Owner, or the restocking or return charge, if any, if returnable at the Owner's written election;
 - b) Equipment rental contracts if not terminable at no cost but not to exceed an amount equal to thirty (30) days rental;
 - c) Documented transportation costs associated with removing Contractor-owned Equipment.
 - d) Documents demobilization and close-out costs; and
 - e) Overhead and profit on the foregoing not to exceed ten percent (10%).
- .4 The Contractor will not be compensated for the cost of terminating subcontracts, which must be terminable at no cost to the Owner if the Contract is terminated.
- .5 The Contractor will not be compensated for the cost of any idled employees unless the employee is under a written employment contract entitling the employee to continued employment after termination of the Contract and the employee cannot be assigned to other work provided that in all events the Contractor's costs must be limited to thirty (30) days of employment costs from the date of the notice of termination. The Contractor is not entitled to any other costs or compensation (including lost or expected profit, uncompensated overhead or related expenses, or the cost of preparing and documenting its compensable expenses under this Subsection 14.4.4 as a consequence of the Owner's termination of the Contract for convenience). The Contractor conclusively and irrevocably waives its right to any other compensation or damages (compensatory or punitive) arising from termination of the Contract. If the Owner and the Contractor are unable to agree upon the amounts specified in this subsection, the Contractor may submit a Claim as provided in Article 15. The Claim must be limited to resolution of the amounts specified in Subsections 14.4.4.1, 14.4.4.2, 14.4.4.3 and 14.4.4.4 of this Subsection 14.4.4. No other cost, damages or expenses may be claimed or paid to the Contractor or considered as part of the Claim, the same being hereby conclusively and irrevocably waived by the Contractor. Any such Claim must be delivered to the Owner within thirty (30) days of the termination of the Contract and must contain a written statement setting forth the specific reasons and supporting calculations and documentation as to the amounts the Contractor claims to be entitled to under this Subsection as a result of the termination of the Contract.

§ 14.4.5 The Contractor's obligations surviving final payment under the Contract, including without limitation those with respect to insurance, indemnification, and correction of Work that has been completed at the time of termination, remains effective notwithstanding termination for convenience of the Owner.

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A Claim is a written demand or assertion by one of the parties seeking, as a Contractor seeking, as 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 terms of Contract. 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.

Contractor. Nothing contained in this section is intended to apply to or in any way limit Owner's right to make claims related to or arising out of Contract.

...

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.~~

...

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the Contractor shall be initiated by written notice to Owner and to Initial Decision Maker with copy sent to Architect/Engineer, if Architect/Engineer is not serving as Initial Decision Maker. Claims by Contractor shall be initiated within ten (10) days after occurrence of 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. ten (10) days after Contractor first recognizes condition giving rise to Claim, whichever is later. As condition of making claim for additional costs, Contractor shall maintain and produce accurate records to substantiate all additional costs actually incurred. If Claim for actual cost is approved, Owner shall pay Contractor actual costs incurred plus either (a) ten percent (10%) for overhead and profit for work performed by Contractor, or (b) five percent (5%) overhead and profit for work performed by subcontractor, as applicable.

...

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments as may be required in accordance with the Contract Documents.

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§ 15.1.6.2 If adverse weather conditions are the basis for of a Claim for additional time, such the Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, the weather conditions upon which the Claim is based (1) were abnormal when compared to the previous 5-year period, during the same time frame and at the location of the Work, (2) could not have been reasonably anticipated, and (3) had an adverse effect on the scheduled construction the date of substantial completion of the Work.

§ 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.

§ 15.1.6.3 Claims for increase in the Contract Time shall set forth in detail the circumstances that form the basis for the Claim, the date upon which each cause of delay began to affect the progress of the Work, the date upon which each cause of delay ceased to affect the progress of the Work and the number of days' increase in the Contract Time claimed as a consequence of each such cause of delay. The Contractor shall provide such supporting documentation as the Owner may require including, where appropriate, a revised construction schedule indicating all the activities affected by the circumstances forming the basis of the Claim.

§ 15.1.6.4 The Contractor shall not be entitled to a separate increase in the Contract Time for each one of the number of causes of delay which may have concurrent or interrelated effects on the progress of the Work, or for concurrent delays due to the fault of the Contractor.

~~§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the 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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~~§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.~~

~~§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.~~

~~§ 15.2.6 The parties may file for mediation of an initial decision at any time, upon mutual agreement of the parties..~~

~~§ 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.~~

~~§ 15.3.1 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.~~

~~§ 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.~~

...

~~§ 15.4.1 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. Any legal claim brought under this Agreement shall be filed in the Wisconsin Circuit Court in and for Waukesha County, unless otherwise mutually agreed to by the parties.~~

ARTICLE 16 Smoking

§ 16.1 Smoking

Smoking will not be allowed on Owner's property, which shall include inside private vehicles parked on Owner's property. In addition, employees of Contractor, Subcontractors, and materials suppliers shall not wear apparel that advertises tobacco, alcohol, or illicit drugs, nor has profane language or images on them.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, 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 12:05:56 ET on 08/03/2021 under Order No. 9588769426 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)

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: _____ ending: 6/30/2022
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: ☐ Town of } Lake Geneva
☐ Village of }
☒ City of }

County of Walworth Aldermanic Dist. No. _____
(if required by ordinance)

Check one: ☐ Individual ☐ Limited Liability Company
☐ Partnership ☒ Corporation/Nonprofit Organization

Applicant's Wisconsin Seller's Permit Number <u>456 103077982</u>	
FEIN Number <u>87-1594674</u>	
TYPE OF LICENSE REQUESTED	FEE
☐ Class A beer	\$
☒ Class B beer	\$ <u>100-</u>
☒ Class C wine	\$ <u>100-</u>
☐ Class A liquor	\$
☐ Class A liquor (cider only)	\$ N/A
☐ Class B liquor	\$
☐ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$
Publication fee	\$ <u>25-</u> pd-12/21
TOTAL FEE	\$ <u>225-</u>

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)
Zaab Corner Bistro Corp

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company.

President / Member Last Name <u>Wadmueang</u>	(First) <u>Rawiam</u>	(Middle Name) <u>-</u>
Vice President / Member Last Name <u>COX</u>	(First) <u>JIRAPA</u>	(Middle Name) <u>-</u>
Secretary / Member Last Name <u>Monroe</u>	(First) <u>Dawn</u>	(Middle Name) <u>-</u>
Treasurer / Member Last Name <u>Brewer</u>	(First) <u>sumalee</u>	(Middle Name) <u>-</u>
Agent Last Name <u>COX</u>	(First) <u>JIRAPA</u>	(Middle Name) <u>-</u>
Directors / Managers Last Name	(First)	(Middle Name)

1. Trade Name Zaab Corner Bistro Business Phone Number _____
2. Address of Premises 501 Broad St. Lake Geneva, VT Post Office & Zip Code 53147

3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)

Restaurant with dining room and bar Seating
and Storage in basement

4. Legal description (omit if street address is given above): _____

5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☒ Yes ☐ No

(b) If yes, under what name was license issued? madusa's

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **If yes, explain** ☒ Yes ☒ No
7. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
If yes, explain.
8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain** ☐ Yes ☒ No
9. (a) **Corporate/limited liability company applicants only:** Insert state _____ and date _____ of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain** ☐ Yes ☒ No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? **If yes, explain.** ☒ Yes ☐ No
Sabai Sabai Thai Restaurant.
10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] ☒ Yes ☐ No
11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No
12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

Contact Person's Name (Last, First, M.I.)

Cox JIRAPA

Signature

Jirapa Cox

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <i>July 22, 2021</i>	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

For Office Use Only

Date Filed with Clerk: _____

Publication Fee Receipt: _____ Amount Paid: _____

Date Published in Newspaper: _____

License Fee Receipt: _____ Amount Paid: _____

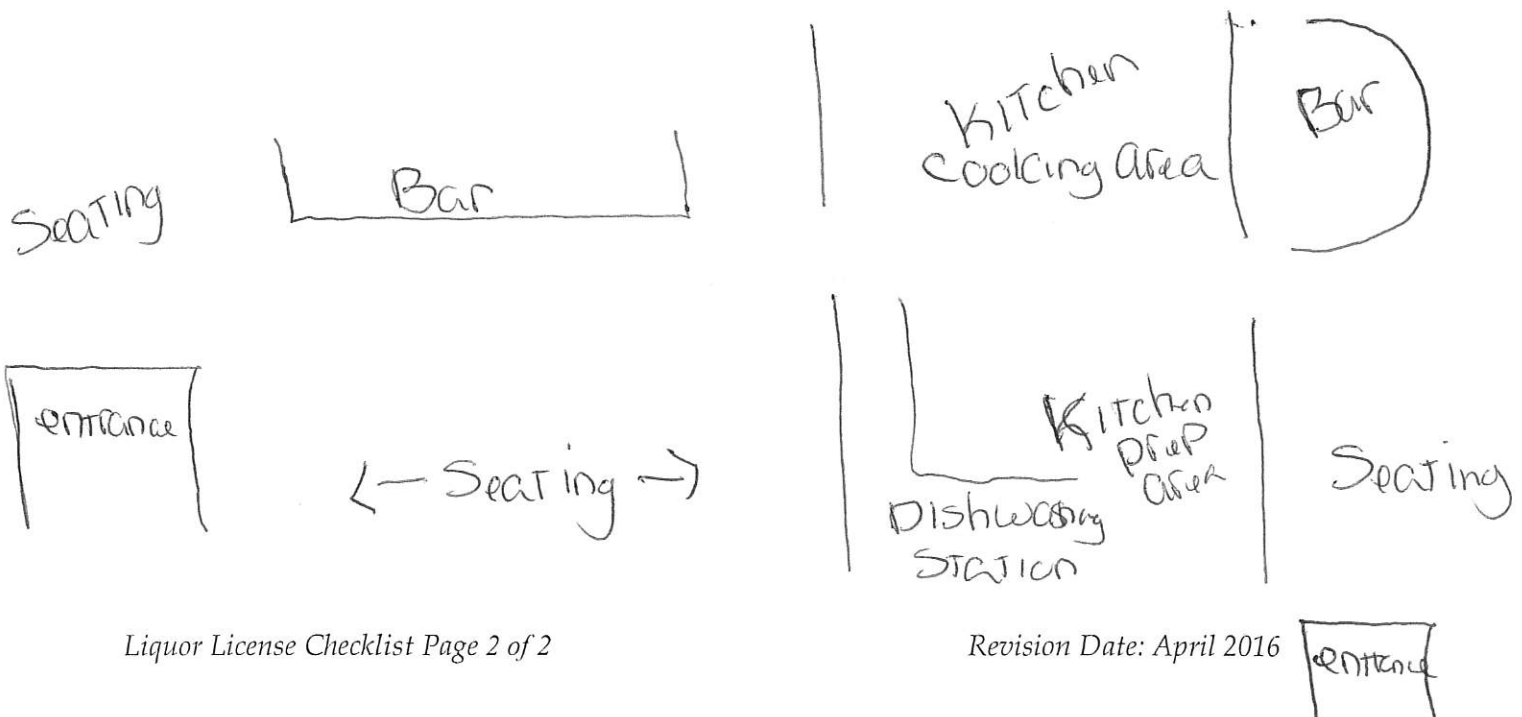
Date forwarded to Police Chief: _____

FLR/Council Approval: _____

License Issued Date: _____ License Number: _____

**** Beer and Wine License**

ZAAB Corner BISTRO



Schedule for Appointment of Agent by Corporation / Nonprofit Organization or Limited Liability Company

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by an officer of the corporation/organization or one member/manager of a limited liability company and the recommendation made by the proper local official.

To the governing body of: ☐ Town ☐ Village ☒ City of Lake Geneva County of Walworth

The undersigned duly authorized officer/member/manager of Zaab Corner Bistro Corp.
(Registered Name of Corporation / Organization or Limited Liability Company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as Zaab Corner Bistro
(Trade Name)

located at 501 Broad St., Lake Geneva, WI 53147

appoints Jirapa Cox

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

☒ Yes ☐ No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

Sabai Sabai Thai Restaurant

Is applicant agent subject to completion of the responsible beverage server training course? ☒ Yes ☒ No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 12 years.

Place of residence last year [Redacted]

For: Zaab Corner Bistro Corp
(Name of Corporation / Organization / Limited Liability Company)

By: [Signature]
(Signature of Officer / Member / Manager)

Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

ACCEPTANCE BY AGENT

I, JIRAPA COX, hereby accept this appointment as agent for the
(Print / Type Agent's Name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

Jirapa Cox 7/22/2021

APPROVAL OF AGENT BY MUNICIPAL AUTHORITY (Clerk cannot sign on behalf of Municipal Official)

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on 07/27/2021 by E. [Signature] Title Lieutenant
(Date) (Signature of Proper Local Official) (Town Chair, Village President, Police Chief)

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name)	(first name)	(middle name)
Cox	JIRAPA	

The above named individual provides the following information as a person who is (check one):

☐ Applying for an alcohol beverage license as an **individual**.

☐ A member of a **partnership** which is making application for an alcohol beverage license.

☐ member of ZAAB Corner Bistro Corp
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

1. How long have you continuously resided in Wisconsin prior to this date? 12 years

2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☐ Yes ☒ No
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)

3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ☐ Yes ☒ No
If yes, describe status of charges pending.

4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? Sabai Sabai Thai Restaurant ☒ Yes ☐ No
If yes, identify. 306 Center St. Lake Geneva, WI 53147
(Name, Location and Type of License/Permit)

5. Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No
If yes, identify. _____
(Name of Wholesale Licensee or Permittee) (Address By City and County)

6. Named individual must list in chronological order last two employers.

Employer's Name <u>Long nails Salon</u>	Employer's Address	Employed From	To
Employer's Name	Employer's Address	Employed From	To

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

Jirapa Cox

(Signature of Named Individual)

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name)	(first name)	(middle name)
NADMUEAN B	RAWIWAN	-

The above named individual provides the following information as a person who is (check one):

☐ Applying for an alcohol beverage license as an **individual**.

☐ A member of a **partnership** which is making application for an alcohol beverage license.

☒ Member of Zaab Corner Bistro

(Officer / Director / Member / Manager / Agent)

(Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

1. How long have you continuously resided in Wisconsin prior to this date? 15 years

2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☐ Yes ☒ No

If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)

3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ☐ Yes ☒ No

If yes, describe status of charges pending.

4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☐ Yes ☒ No

If yes, identify.

(Name, Location and Type of License/Permit)

5. Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No

If yes, identify.

(Name of Wholesale Licensee or Permittee)

(Address By City and County)

6. Named individual must list in chronological order last two employers.

Employer's Name <u>Long Nail Salon</u>	Employer's Address <u>268 Center St, Lake Geneva WI 53147</u>	Employed From <u>2019</u>	To <u>2020</u>
Employer's Name <u>Self employed</u>	Employer's Address <u>2636 Briarwood Cir. Waterford WI 53185</u>	Employed From <u>2006</u>	To <u>present</u>

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

Ranirwan NADMUEAN
(Signature of Named Individual)

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name)	(first name)	(middle name)
Brewer	SUMALEE	-

- ☐ Applying for an alcohol beverage license as an **individual**.
- ☐ A member of a **partnership** which is making application for an alcohol beverage license.
- ☒ Member of ZAAB corner Bistro
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

The *above named individual* provides the following information to the licensing authority:

1. How long have you continuously resided in Wisconsin prior to this date? 5 Years
2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☐ Yes ☒ No
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ☐ Yes ☒ No
If yes, describe status of charges pending.
4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☐ Yes ☒ No
If yes, identify.
5. Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No
If yes, identify.

(Name, Location and Type of License/Permit)

(Address By City and County)

6. Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
Sailorn Properties LLC	9406 S. Gustafson Rd. Clinton WI	2009	Present
Employer's Name	Employer's Address	Employed From	To
Sabai Sabai Thai Cuisine	306 Center St. Lake Geneva WI	2018	Present

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

(Signature of Named Individual)

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name) (first name) (middle name)
Monroe Dawn Marie

☐ Applying for an alcohol beverage license as an **individual**.

☒ A member of a **partnership** which is making application for an alcohol beverage license.

☒ Member of 2 Crab Corner BISTRO
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

1. How long have you continuously resided in Wisconsin prior to this date? 46 yrs
2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☐ Yes ☒ No
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ☐ Yes ☒ No
If yes, describe status of charges pending.
4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☐ Yes ☒ No
If yes, identify. _____
(Name, Location and Type of License/Permit)
5. Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No
If yes, identify. _____
(Name of Wholesale Licensee or Permittee) (Address By City and County)

6. Named individual must list in chronological order last two employers.

Employer's Name <u>Sabai Sabai</u>	Employer's Address <u>306 Center St L.C.</u>	Employed From <u>8/2018</u>	To <u>Current</u>
Employer's Name <u>Tempura House</u>	Employer's Address <u>306 Center ST L.C.</u>	Employed From <u>10/2013</u>	To <u>9/2017</u>

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

Dawn Monroe
(Signature of Named Individual)

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: 07/20/2021 ending: 06/30/2022
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: ☐ Town of } Lake Geneva
☐ Village of }
☒ City of }

County of Walworth Aldermanic Dist. No. _____
(if required by ordinance)

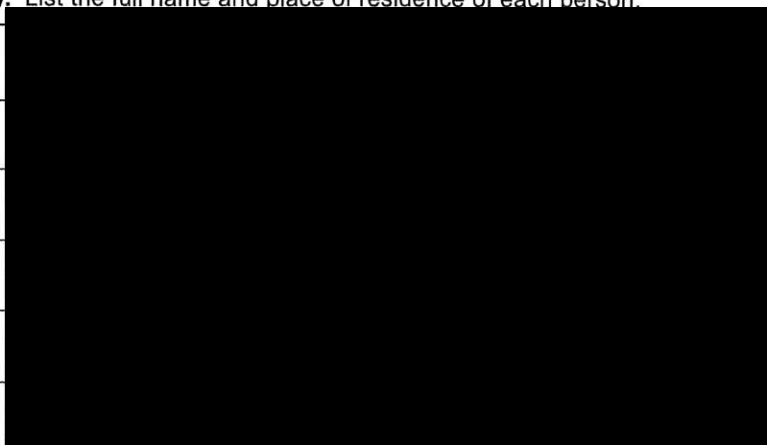
Check one: ☐ Individual ☒ Limited Liability Company
☐ Partnership ☐ Corporation/Nonprofit Organization

Applicant's Wisconsin Seller's Permit Number <u>456-1030734676-04</u>	
FEIN Number <u>87-0939459</u>	
TYPE OF LICENSE REQUESTED	FEE
☐ Class A beer	\$
☒ Class B beer	\$ 100
☒ Class C wine	\$ 100
☐ Class A liquor	\$
☐ Class A liquor (cider only)	\$ N/A
☐ Class B liquor	\$
☐ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$
Publication fee	\$ 25
TOTAL FEE	\$ 225

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)
LINDSEY GUERRERO - O2 Lounge LLC

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the full name and place of residence of each person.

President / Member Last Name <u>Guerrero</u>	(First) <u>Lindsey</u>	(Middle Name) <u>Sue</u>
Vice President / Member Last Name	(First)	(Middle Name)
Secretary / Member Last Name	(First)	(Middle Name)
Treasurer / Member Last Name	(First)	(Middle Name)
Agent Last Name <u>Guerrero</u>	(First) <u>Lindsey</u>	(Middle Name) <u>Sue</u>
Directors / Managers Last Name	(First)	(Middle Name)



1. Trade Name O2 Lounge Business Phone Number 262-812-8237
2. Address of Premises 641 Main St. #100 Post Office & Zip Code Lake Geneva 53147

3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)

alcohol will be served behind the bar/retail counter
and will be stored in an underbar locking
beverage cooler shown in further pictures.
A file folder with invoices will be stored in file
cabinet under desk area.

4. Legal description (omit if street address is given above): _____

5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☐ Yes ☒ No

(b) If yes, under what name was license issued? _____

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **If yes, explain** ☐ Yes ☒ No
7. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
If yes, explain.
8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain** ☐ Yes ☒ No
9. (a) **Corporate/limited liability company applicants only:** Insert state WI and date 5/28/21 of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain** ☐ Yes ☒ No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? **If yes, explain.** ☐ Yes ☒ No
10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] ☒ Yes ☐ No
11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No
12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

Contact Person's Name (Last, First, M.I.) <u>Undsey, Lindsey, S</u>	Title/Member <u>owner</u>	Date <u>07/20/2021</u>
Signature <u>[Signature]</u>		

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>7/22/2021</u>	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

Schedule for Appointment of Agent by Corporation / Nonprofit Organization or Limited Liability Company

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by an officer of the corporation/organization or one member/manager of a limited liability company and the recommendation made by the proper local official.

To the governing body of: ☐ Town ☐ Village of Lake Geneva County of Walworth
☒ City

The undersigned duly authorized officer/member/manager of O2 Lounge, LLC
(Registered Name of Corporation / Organization or Limited Liability Company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as

O2 Lounge
(Trade Name)
located at 647 Main Street Suite 100 Lake Geneva, WI. 53147

appoints Lindsey Guerrero

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

☐ Yes ☒ No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

Is applicant agent subject to completion of the responsible beverage server training course? ☐ Yes ☒ No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 33 years

Place of residence last year Same address as above

For: O2 Lounge, LLC
(Name of Corporation / Organization / Limited Liability Company)

By: Lindsey Guerrero
(Signature of Officer / Member / Manager)

Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

ACCEPTANCE BY AGENT

I, Lindsey Guerrero, hereby accept this appointment as agent for the
(Print / Type Agent's Name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

Lindsey Guerrero 7/20/2021

APPROVAL OF AGENT BY MUNICIPAL AUTHORITY (Clerk cannot sign on behalf of Municipal Official)

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on 07/27/2021 by E. [Signature] Title Lieutenant
(Date) (Signature of Proper Local Official) (Town Chair, Village President, Police Chief)

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name)	(first name)	(middle name)
Guerrero	Lindsey	Sve

The above named individual provides the following information as a person who is (check one):

☒ Applying for an alcohol beverage license as an **individual**.

☐ A member of a **partnership** which is making application for an alcohol beverage license.

☒ Member / Agent of Oz Lounge, LLC
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

1. How long have you continuously resided in Wisconsin prior to this date? 33 years

2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☐ Yes ☒ No
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)

3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ☐ Yes ☒ No
If yes, describe status of charges pending.

4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☐ Yes ☒ No
If yes, identify.

(Name, Location and Type of License/Permit)

5. Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No
If yes, identify.

(Name of Wholesale Licensee or Permittee)

(Address By City and County)

6. Named individual must list in chronological order last two employers.

Employer's Name <u>LHCC</u>	Employer's Address <u>21900 CR NN Elkhorn 53121</u>	Employed From <u>08/2009</u>	To <u>07/2021</u>
Employer's Name <u>Steamers</u>	Employer's Address <u>303 E. Walworth Ave Delavan, WI 53115</u>	Employed From <u>01/2014</u>	To <u>07/2020</u>

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

Lindsey Guerrero
(Signature of Named Individual)

Serving Alcohol

is proud to present this certificate to

Lindsey Guerrero

for successful completion of the online course



Responsible Alcohol Manager

Course Information

- * Laws concerning establishments that serve alcohol and alcohol servers
- * House policy: for handling underage, impaired and problem customers
- * House policy: for illegal drug use and/or sales by customers or employees
- * How to document incidents, refusals of service, trespassers, etc.
- * Management techniques that help empower staff to execute responsible service

Verify online at
servingalcohol.com

Date Issued

Jun 5th, 2021

VALID FOR 3 YEARS

Learn more about this wallet card at <http://servingalcohol.com/wallet-card>

Responsible Alcohol Manager

Name: Lindsey Guerrero

Certification Date: Jun 5th, 2021

Certificate Code: InUGdvUmw6

Verify Online: servingalcohol.com

SERVING ALCOHOL INC

VALID FOR 3 YEARS



State of Wisconsin • DEPARTMENT OF REVENUE

Personal Wallet Copy

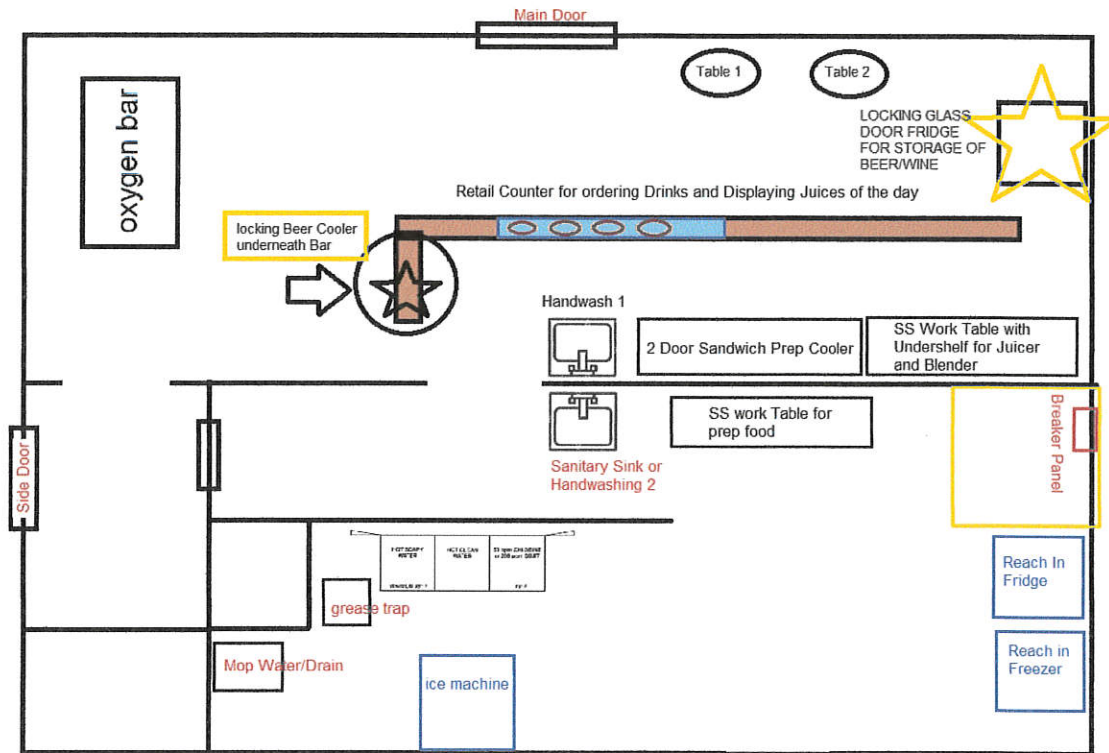
Seller's Permit: 456-1030734676-04

Legal/Real Name: O2 LOUNGE LLC

Signature

O2 Lounge, LLC

O2 LOUNGE



ALCOHOL WILL BE SERVED BEHIND THE BAR/RETAIL COUNTER (NOT THE OXYGEN BAR) AND WILL BE STORED IN AN UNDERBAR LOCKING BEVERAGE COOLER SHOWN TO RIGHT.



Summit SCR7012DB 35 1/2" Bar Refrigerator - 2 Swinging Glass Doors, Stainless, 115v

KaTom #: 162-SCR7012DB • MPN: SCR7012DB

Typically ships within 2 - 3 weeks

[Like this product? Write a Review!](#)

Retail Price: ~~\$4,990.00~~

\$1,134.30 / Each

QTY: 1

[Add to Cart](#)

As low as \$105/month with [CREDIT KEY](#)

ALCOHOL WILL BE STORED IN THE FRONT IN A LOCKING GLASS DOOR COOLER AS SHOWN TO THE RIGHT.





City of Lake Geneva Public Works

Streets/Parks/Forestry/Cemeteries/Buildings and Grounds

1065 Carey St. Lake Geneva WI. 53147 (262)248-6644 fax (262)248-4913

To; Finance, License and Regulation Committee.

RE; Road patch on Bloomfield Rd across from Middle School.

DPW acquired 2 proposals for the above described area., One Contractor failed to reply.

At this time, DPW recommends accepting the bid from Asphalt Contractors Inc for \$11899.00.

The bid from Asphalt Contractors is a much more substantial fix other than a fill/overlay and compact, I understand it is more expensive, but the patch will be longer lasting as it involves excavating substrate, adding aggregate base and HMA. Time is also of the essence as Asphalt Contractors, although not promising, expects to be able to do the patch within 3-4 weeks of approval. Hopefully that would be prior to, or shortly after school starts.

Currently we have apx \$34,000.00 in fund 11-32-10-53700 to cover expenses such as this.

Thank you

Tom Earle

Director of Public Works

Neil Waswo

Superintendent



CID: **100866**

All Mail to:
1701 Main Street
Union Grove, WI 53182

*Grading-Paving-Sealing-Striping
Asphaltinc.com*

Contact Info:
(262) 878-4678
Fax (262) 878- 5411
aci@asphaltinc.com

Date: April 24, 2021

PROPOSAL SUBMITTED to:

City of Lake Geneva Street Dept. Attn: Neil Waswo
1065 Carey St.
Lake Geneva, WI 53147
Work: 262-248-6644 Fax: 262-248-2545
nwaswo@cityoflakegeneva.com

WORK LOCATION:

Street Patch by Lake Geneva Middle School
600 N Bloomfield Rd
Lake Geneva, WI 53147

We are pleased to quote the following:

Asphalt Patch of Approximately: 1,552 SF\$11,899.00

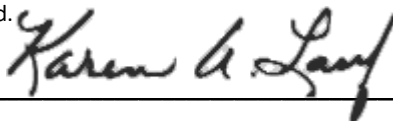
- Saw cut edges to create clean butt joints
- Excavate marked area to a depth of 12", removing surface asphalt plus whatever is under the surface asphalt
- Add 8" crushed aggregate to create base course
- Fine grade, shape and compact base
- Install In 2 lifts hot mix asphalt that is 4" in depth after compaction

Note: This proposal may be withdrawn if not accepted within 30 days.

Terms of Payment: **Due upon completion**, a \$15 service charge and interest of 1-½% per month will be charged on all accounts 10 days past due.

As Required by the Wisconsin Construction Lien Law, Builder (Contractor) hereby notifies owner that persons or companies furnishing labor or materials for the construction on owner's land may have lien rights on owner's land and buildings if not paid. If acceptance of this proposal is made on other than this form, such acceptance shall be subject to terms and conditions herein.

Thank you for the opportunity to quote you on this project. Respectfully submitted.

By: 

Acceptance of Proposal – The above prices, specifications and conditions and the attached "Terms and Conditions" are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined.

Signature: _____

Date: _____

TERMS & CONDITIONS

Contractor represents that it is fully experienced, properly qualified, and licensed as necessary to perform the work provided for this in this contract, and that it shall perform all such work in a good workmanlike manner and in accordance with the best standards of practice.

Warranty – Contractor will correct, repair, replace, and make good any defects in material(s) or workmanship for the period of one (1) year from completion of the project. Payment outside of the stated terms (unless mutually agreed to) will void the warranty.

All labor and material is conclusively accepted as satisfactory unless this contractor is notified in writing within five (5) days after the work is performed. Any claim for property damage is conclusively waived unless this contractor is notified within 72 hours of the occurrence.

Any and/or all necessary permit acquisitions and costs are the owner's responsibility.

Soil condition such as the presence of clay and sand as well as temperature and moisture content may result in pavement cracking. All asphalt surfaces, especially those that are re-surfaced will eventually crack. Contractor does not guarantee against cracking since this is a condition of nature and beyond the control of the contractor. The owner understands that this is a risk inherent in this kind of work.

Owner understands that water ponding occurs in most asphalt pavements. Contractor will not be responsible for ponding when existing or proposal grades are 1% or less, or for surface deflection's of less than or equal to 1/2" that result in ponding.

Any stated dimension is an approximate over the entire area of project as specified. Asphalt and stone thickness is specified as an average.

If after proper notification, work is unable to be completed due to vehicles or other obstructions, additional trip charges may be incurred.

Additional material (asphalt, stone, crack-sealer, sealcoat) and/or service requests above contract specifications and due to owner alterations, subnormal soil conditions, or mistakes made by other contractors shall be executed only upon written order and will become an extra charge.

Asphalt Contractors, Inc. has the right to use subcontractors in the performance of their work.

Asphalt Contractors, Inc. is not responsible for damage to or injuries caused by any privately (not installed by a public utility) placed underground wires, pipes, sewers, conduits, obstructions or restrictions. The owner or his/her agent agrees to indemnify and hold harmless Asphalt Contractors, Inc. from any and all claims, liabilities, costs and expenses whatsoever arising from the above.

The contract does not contemplate the encountering of underlying concrete, wood, paving fabric or other unsuitable materials or unusual conditions during excavation. Should these conditions be encountered, owner may be charged for the extra work incurred.

Contractor is not responsible for damage to landscaping, trees or shrubs as a result of project preparation or completion. Contractor is also not responsible for changes needed in landscaping to ensure continuation of drainage flow from project area. It is the owner's responsibility to backfill edges of paved areas. Contractor is not responsible for damage to paving from weeds due to weed dormant stage.

Owner is responsible for providing worksite access. Contractor is not responsible for concrete breakage or restoration of surfaces to and from the work area.

Contractor will work to execute the contract materials/services in a timely fashion and reserves the right to prioritize and execute contracts in an efficient manner. Contractor delays may occur for a variety of reasons including work stoppages, weather, accidents, or other conditions/situations. Owner delays are subject to additional charges, including remobilization and costs associated with inefficiencies.

Surface cracks (small cracks) and deteriorated (alligator-cracked) areas will not be filled with hot rubberized crack sealant. Cracks that are larger in size and are addressed in the crack-filling operation include cracks 1/4" or larger in width.

Areas that contain flaking sealer, standing water or moss may continue to fail after sealcoat application.

Asphalt Contractors, Inc. reserves the right to invoice a completed portion of this contract for any reason, including if the contract is segmented. If this proposal is accepted on any form other than this form, owner agrees to be bound by the terms and conditions contained herein.

Upon contract acceptance, if cancellation notice is not received in writing prior to three (3) days after date of acceptance, Asphalt Contractors, Inc. assumes that the owner or agent accepts the work herein described and the terms and conditions of sale contained. Any withdrawal of this contract could result in a partial billing to reimburse Asphalt Contractors, Inc. and/or its subcontractors for planning preparation, and materials already ordered or installed on job site. If acceptance of this proposal is made on other than this form, such acceptance shall be subject to the terms and conditions herein.

Terms of payment: Due upon completion of work unless otherwise specified. A \$15.00 service fee plus 1-1/2% interest on the outstanding balance will be charged on all accounts 10 days past due, and will continue to be added each consecutive month until the entire balance and accumulated service fees plus interest are paid in full (unless otherwise specified). If it becomes necessary for Asphalt Contractors, Inc. to institute collection proceedings, all costs incurred by Asphalt Contractors, Inc. including reasonable and actual attorney's fees, shall be paid by the property owner or owner's agency and shall be added to the amount as described herein.

Any controversy arising from this contract shall be settled by arbitration or small claims court if under the threshold.

NOTICE OF LIEN RIGHTS

"As required by the Wisconsin construction lien law, claimant hereby notifies owner that persons or companies performing, furnishing, or procuring labor, services, materials, plans, or specifications for the construction on owner's land may have lien rights on owner's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned claimant, are those who contract directly with the owner or those who give the owner notice within 60 days after they first perform, furnish, or procure labor, services, materials, plans or specifications for the construction. Accordingly, owner probably will receive notices from those who perform, furnish, or procure labor, services, materials, plans, or specifications for the construction, and should give a copy of each notice received to the mortgage lender, if any. Claimant agrees to cooperate with the owner and the owner's lender, if any, to see that all potential lien claimants are duly paid".

Report Criteria:

Report type: Summary

[Report]. Check Issue Date = 07/16/2021,07/19/2021,07/23/2021,07/28/2021

Check.Type = {<>} "Adjustment"

Bank.Bank account = "043230"

Check Issue Date	Check Number	Vendor Number	Payee	Amount
07/19/2021	76800	5358	MIDWEST INDUSTRIES	65.73- V
07/16/2021	76872	5033	WALWORTH COUNTY PUBLIC WORKS	8,000.00
07/19/2021	76873	3495	CITY OF LAKE GENEVA	10,000.00
07/23/2021	76954	2056	AMAZON	531.48
07/23/2021	76955	6160	AMAZON CAPITAL SERVICES	3,998.49
07/23/2021	76956	2104	AT&T	2,378.80
07/23/2021	76957	2109	AT&T MOBILITY	458.64
07/23/2021	76958	2138	BAKER & TAYLOR	1,836.06
07/23/2021	76959	2379	DEMCO	315.55
07/23/2021	76960	5709	FEH DESIGN	9,223.53
07/23/2021	76961	4764	FRIENDS OF LAKE GENEVA LIBRARY	87.04
07/23/2021	76962	2598	GENEVA LAKE WATER SAFETY	36,750.00
07/23/2021	76963	6093	INGRAM LIBRARY SERVICES	2,154.15
07/23/2021	76964	2878	LAKE GENEVA PUBLIC LIBRARY	2,000.00
07/23/2021	76965	5225	NETTESHEIM, GLEN	1,355.78
07/23/2021	76966	3233	RHYME BUSINESS PRODUCTS	395.26
07/23/2021	76967	3001	SECURIAN FINANCIAL GROUP	2,495.03
07/23/2021	76968	5278	SPRINGHORN, KARL	973.26
07/23/2021	76969	4915	TIETZ, KATIE	1,146.84
07/23/2021	76970	4918	TIME WARNER CABLE	294.95
07/23/2021	76971	5874	UNIQUE	8.95
07/23/2021	76972	4973	US BANK	6,782.52
07/23/2021	76973	4975	US CELLULAR	619.44
07/23/2021	76974	5071	WE ENERGIES	1,890.23
07/23/2021	76975	6233	YERGES VAN LINERS INC	2,477.75
07/28/2021	76976	6129	DE LAGE LANDEN FINANCIAL SERVICES INC	175.19
07/28/2021	76977	3024	MUTUAL OF OMAHA	2,881.08
07/28/2021	76978	5326	STEPHANIE LYNN LAKE GENEVA LLC	5,332.00
07/28/2021	76979	4918	TIME WARNER CABLE	214.98
07/28/2021	76980	5131	WLKG	1,872.00
Grand Totals:				106,583.27

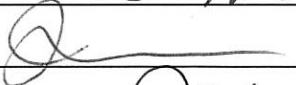
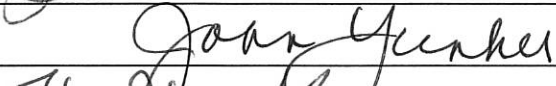
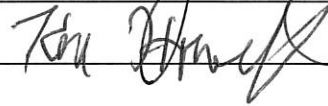
Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
11-00-00-21100	124.68	22,874.62-	22,749.94-
11-00-00-21340	2,294.14	.00	2,294.14
11-00-00-21555	1,528.02	.00	1,528.02
11-00-00-21562	981.79	.00	981.79
11-00-00-21564	371.27	.00	371.27
11-10-00-51330	181.74	.00	181.74
11-10-00-51390	143.77	.00	143.77
11-12-00-52210	86.42	.00	86.42

GL Account	Debit	Credit	Proof
11-15-10-53100	114.70	.00	114.70
11-15-10-53990	46.54	.00	46.54
11-16-10-52210	992.63	.00	992.63
11-16-10-52240	1,310.39	.00	1,310.39
11-16-10-53100	209.47	47.46-	162.01
11-21-00-51380	462.03	.00	462.03
11-21-00-51900	110.22	5.74-	104.48
11-21-00-52210	758.37	.00	758.37
11-21-00-53420	2,291.30	.00	2,291.30
11-21-00-53990	259.57	5.75-	253.82
11-21-00-54100	69.35	65.73-	3.62
11-21-00-54150	3,475.88	.00	3,475.88
11-21-00-55310	89.92	.00	89.92
11-21-00-58100	3,511.62	.00	3,511.62
11-22-00-52210	890.49	.00	890.49
11-22-00-52240	296.06	.00	296.06
11-22-00-53100	24.80	.00	24.80
11-22-00-53400	175.19	.00	175.19
11-22-00-53500	457.90	.00	457.90
11-22-00-53510	104.97	.00	104.97
11-22-00-54100	1,001.65	.00	1,001.65
11-22-00-58100	89.99	.00	89.99
11-24-00-52620	58.68	.00	58.68
11-24-00-53100	14.99	.00	14.99
11-32-10-52210	360.19	.00	360.19
11-32-10-52240	71.30	.00	71.30
11-51-10-52240	28.05	.00	28.05
11-52-01-52240	11.22	.00	11.22
40-00-00-21100	.00	49,058.82-	49,058.82-
40-54-10-10100	10,000.00	.00	10,000.00
40-54-10-52210	70.79	.00	70.79
40-54-10-53100	114.70	.00	114.70
40-54-10-57200	36,750.00	.00	36,750.00
40-55-10-52210	107.38	.00	107.38
40-55-10-52240	112.11	.00	112.11
40-55-20-52210	31.84	.00	31.84
40-55-40-53000	1,872.00	.00	1,872.00
42-00-00-21100	.00	202.62-	202.62-
42-34-50-52210	171.82	.00	171.82
42-34-50-53100	30.80	.00	30.80
43-00-00-21100	.00	8,157.33-	8,157.33-
43-22-00-17010	157.33	.00	157.33
43-32-10-17020	8,000.00	.00	8,000.00
47-00-00-21100	.00	5,446.98-	5,446.98-
47-00-00-57210	2,666.00	.00	2,666.00
47-00-00-57212	2,666.00	.00	2,666.00
47-70-00-57155	114.98	.00	114.98
48-00-00-21100	.00	110.00-	110.00-
48-00-00-52210	85.57	.00	85.57
48-00-00-52240	24.43	.00	24.43
61-00-00-21100	.00	6.64-	6.64-
61-00-00-92630	6.64	.00	6.64
62-00-00-21100	.00	12.51-	12.51-

GL Account	Debit	Credit	Proof
62-00-00-92630	12.51	.00	12.51
99-00-00-21100	14.99	20,853.42-	20,838.43-
99-00-00-52110	125.79	.00	125.79
99-00-00-52160	11,701.28	.00	11,701.28
99-00-00-52210	191.11	.00	191.11
99-00-00-52220	36.67	.00	36.67
99-00-00-53990	87.04	.00	87.04
99-00-00-54100	2,387.59	.00	2,387.59
99-00-00-54110	2,017.80	.00	2,017.80
99-00-00-54140	657.73	14.99-	642.74
99-00-00-54150	2,344.69	.00	2,344.69
99-00-00-55100	8.95	.00	8.95
99-00-00-55110	11.98	.00	11.98
99-00-00-55120	315.55	.00	315.55
99-00-00-55140	571.98	.00	571.98
99-00-00-55320	395.26	.00	395.26
Grand Totals:	106,862.61	106,862.61-	.00

Dated: _____

Mayor:  _____City Council:  _____ _____ _____ _____

City Recorder: _____

Report Criteria:

Report type: Summary

[Report].Check Issue Date = 07/16/2021,07/19/2021,07/23/2021,07/28/2021

Check.Type = {<->} "Adjustment"

Bank.Bank account = "043230"

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Only unpaid invoices included.

Invoice.Batch = "08062021","08062021A","F08062021","F08062021A","F08062021B","P08062021","P08062021A","P08062021B"

Invoice Detail.GL account (2 Characters) = {<->} "61"

Invoice Detail.GL account (2 Characters) = {<->} "62"

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
ADVANCE AUTO PARTS				
719311964922	07/15/2021	LED BAR-JD 2750	11-52-00-52500 EQUIPMENT REPAIR SERVICES	84.20
Total ADVANCE AUTO PARTS:				84.20
ANDRES MEDICAL BILLING LTD				
252283	07/16/2021	EMS BILLING-JUN	11-22-00-52140 OUTSIDE BILLING SERVICES	2,440.61
Total ANDRES MEDICAL BILLING LTD:				2,440.61
AO BAUER GLASS INC				
82541	07/15/2021	WINDOW INSTALL-FT COUNT	11-14-30-53110 BALLOTS/OTHER ELECTION EXPENSE	1,600.00
Total AO BAUER GLASS INC:				1,600.00
AUDE, BRADLEY P				
07/06/21	07/06/2021	FLASHOVER TRNG INSTR PAY	11-22-00-54100 FIRE TRAINING PAY	200.00
Total AUDE, BRADLEY P:				200.00
AURORA HEALTH CARE				
1799202	06/27/2021	PRE-EMPLOYMENT EXAMS	11-22-00-58400 PRE-EMPLOYMENT TESTING	241.00
1999113	07/18/2021	DOT DRUG SCREENS	11-32-10-52050 DRUG AND MEDICAL TESTING	130.00
921	07/28/2021	EMP CLINIC-JUN	11-10-20-51320 HEALTH AND DENTAL ADMIN CHGS	3,000.00
Total AURORA HEALTH CARE:				3,371.00
BATZNER PEST CONTROL				
3170273	07/22/2021	PEST CONTROL-JUL	40-55-20-53600 RIV MAINTENANCE SERVICE COSTS	130.00
Total BATZNER PEST CONTROL:				130.00
BAY LOCK SERVICE				
41632	07/12/2021	EMERG CALL-VISTORS CENTE	11-52-00-52410 BLDG MAINT&REPAIR-PARKS	100.00
Total BAY LOCK SERVICE:				100.00
BAYCOM INC				
EQUIPINV_033	07/20/2021	SQUAD MICS	11-21-00-53610 PD EQUIP MAINT SERV COSTS	570.00
PB2174	07/23/2021	ALPR UNIT	50-21-00-58000 POLICE EQUIPMENT PURCHASES	20,078.00
Total BAYCOM INC:				20,648.00
BELLE CITY FIRE & SAFETY				
9603475	06/07/2021	EXTINGUISHER TESTING	11-22-00-58200 STATE MANDATED EQUIP TESTING	687.40
Total BELLE CITY FIRE & SAFETY:				687.40

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
BEVERLY LEONARD				
59698	07/26/2021	PMCA ANNUAL MEMBERSHIP	11-70-00-57800 AVIAN COMMITTEE EXPENSES	75.00
Total BEVERLY LEONARD:				75.00
BROWN, AARON J				
07/06/21	07/06/2021	FLASHOVER TRNG INSTR PAY	11-22-00-54100 FIRE TRAINING PAY	200.00
Total BROWN, AARON J:				200.00
BUMPER TO BUMPER AUTO PARTS				
662-443797	07/15/2021	OIL-WRIGHT MOWERS	11-52-00-52500 EQUIPMENT REPAIR SERVICES	39.95
662-443809	07/15/2021	SWITCHES-JD 2750	11-32-10-53510 VEHICLE/EQUIPMENT MAINTENANCE	5.69
662-443833	07/16/2021	U BOLTS-TRK #55	11-32-10-53510 VEHICLE/EQUIPMENT MAINTENANCE	57.90
662-443908	07/19/2021	BATTERY-BEACH GROOMER	11-32-10-53510 VEHICLE/EQUIPMENT MAINTENANCE	146.99
662-443921	07/19/2021	BRAKE FLUID	11-32-10-53400 OPERATING SUPPLIES-STREET DEPT	15.98
662-444106	07/22/2021	TRAILER WIRING	11-32-10-53510 VEHICLE/EQUIPMENT MAINTENANCE	27.88
Total BUMPER TO BUMPER AUTO PARTS:				294.39
BURRIS EQUIPMENT CO				
PS1007484-1	06/28/2021	SEAL KIT-JACOBSEN	11-52-01-59520 GROUNDS MAINTENANCE SUPPLIES	146.01
Total BURRIS EQUIPMENT CO:				146.01
CDW GOVERNMENT INC				
G191564	06/28/2021	COMPUTER-COMMAND VEHICL	43-21-00-17010 PD CAPITAL PROJECTS	937.30
G191564-1	06/28/2021	COMPUTER-COMMAND VEHICL	43-22-00-17010 FD CAPITAL PROJECTS	937.29
G454421	07/02/2021	SECURITY CAMERA-IMPOUND	11-21-00-58100 EQUIPMENT OUTLAY	750.08
G851422	07/14/2021	SOFTWARE-COMMAND VEHICL	43-21-00-17010 PD CAPITAL PROJECTS	529.62
G851422	07/14/2021	SOFTWARE-COMMAND VEHICL	43-22-00-17010 FD CAPITAL PROJECTS	529.62
Total CDW GOVERNMENT INC:				3,683.91
CINTAS CORP				
5070379235	07/27/2021	FIRST AID SUPPLIES	11-32-10-53600 ST DEPT BLDG MAINT SERV COSTS	99.95
Total CINTAS CORP:				99.95
COMPLETE OFFICE OF WISCONSIN				
130071	07/21/2021	OFFICE SUPPLIES	11-21-00-53100 PD OFFICE SUPPLIES	20.64
Total COMPLETE OFFICE OF WISCONSIN:				20.64
DC PORTABLE WELDING &				
1949	05/25/2021	STEEL GATES-MODIFICATION	43-40-00-17012 RIVIERA RENOVATION 1ST FLOOR	730.00
Total DC PORTABLE WELDING &:				730.00
DINGES FIRE COMPANY				
18510	04/08/2021	ROPES	11-22-00-58000 FIRE EQUIPMENT/SUPPLIES	1,238.68
18917	04/23/2021	WIPES-COVID	11-22-00-55000 COVID-19 EXPENDITURES	125.00
20267	06/22/2021	SCBA PARTS	11-22-00-58000 FIRE EQUIPMENT/SUPPLIES	86.20
Total DINGES FIRE COMPANY:				1,449.88

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
DUNN LUMBER				
795674	06/30/2021	GFCI,BRUSH,OUTLET KIT-SQD	11-22-00-53510 EQUIP MAINT SUPPLIES-FIRE DEPT	50.77
803726	07/09/2021	NUTS,BOLTS-ENG 1	11-22-00-53510 EQUIP MAINT SUPPLIES-FIRE DEPT	3.99
803852	07/09/2021	NUTS,BOLTS-ENG 1	11-22-00-53510 EQUIP MAINT SUPPLIES-FIRE DEPT	3.99
808096	07/14/2021	DUSTERS	40-55-20-53500 BLDG MAINT SUPPLIES-LOWER RIV	23.98
808311	07/14/2021	SW MAG-EMERG NAILS MAIN S	11-32-10-53400 OPERATING SUPPLIES-STREET DEPT	119.99
808871	07/15/2021	SPARK PLUGS-WEED EATERS	11-52-00-52500 EQUIPMENT REPAIR SERVICES	3.99
810369	07/16/2021	HOOK,RAZOR BLADES	40-55-10-53500 BLDG MAINT SUPPLIES-UPPER RIV	14.57
811895	07/17/2021	LINCH PIN-AIR BOAT	11-22-00-53510 EQUIP MAINT SUPPLIES-FIRE DEPT	2.89
811895	07/17/2021	H2O SOFTENER SALT	11-22-00-53500 BLDG MAINT SUPPLIES-FIREHOUSE	69.90
812207	07/19/2021	DUST PAN,BROOM-TREES	11-32-13-54300 TREE & BRUSH OPER SUPPLIES	15.98
812219	07/19/2021	PAINT-DROP BOX	11-16-10-53500 CITY HALL BLDG MAINT SUPPLIES	4.67
815406	07/21/2021	FILLER,GLUE	40-55-20-52400 LOWER RIVIERA REPAIRS	13.48
821347	07/27/2021	DECK SCREWS-SHOP	11-32-10-53400 OPERATING SUPPLIES-STREET DEPT	25.99
85751	07/09/2021	CREDIT-NUTS/BOLTS RETURN	11-22-00-53510 EQUIP MAINT SUPPLIES-FIRE DEPT	3.99-
Total DUNN LUMBER:				350.20
EAGLE MEDIA INC				
00132746	06/29/2021	EMBROIDERED HATS	11-21-00-51390 PART TIME UNIFORM EXPENSE	144.00
00132746	06/29/2021	UNIFORM-TIETZ	11-21-00-51380 PD UNIFORM ALLOWANCE	309.28
00132746	06/29/2021	UNIFORM-NETTESHEIM	11-21-00-51380 PD UNIFORM ALLOWANCE	22.00
00132746	06/29/2021	UNIFORM-KELLER	11-21-00-51380 PD UNIFORM ALLOWANCE	22.00
Total EAGLE MEDIA INC:				497.28
ELKHORN CHEMICAL CO INC				
634716	06/13/2021	BUCKET HANDLE HOLDER	40-55-10-53500 BLDG MAINT SUPPLIES-UPPER RIV	21.88
634961	06/12/2021	SOAP,TP-RIV	11-52-00-53500 BLDG MAINT SUPPLIES-PARKS	2,277.00
635239	07/19/2021	PICKER	11-52-00-53520 GROUNDS MAINT SUPPLIES	55.59
635239	07/19/2021	PICKER	11-52-01-53400 VETS PARK OPERATING SUPPLIES	55.59
Total ELKHORN CHEMICAL CO INC:				2,410.06
ELKHORN NAPA AUTO PARTS				
235840	07/12/2021	BUTANE-SHOP	11-32-10-53510 VEHICLE/EQUIPMENT MAINTENANCE	21.94
236887	07/21/2021	V-BELT-TORO MOWER	11-52-01-59520 GROUNDS MAINTENANCE SUPPLIES	29.84
237034	07/22/2021	CYLINDER HONE SET	11-32-10-53400 OPERATING SUPPLIES-STREET DEPT	29.99
Total ELKHORN NAPA AUTO PARTS:				81.77
EQUIPARTS				
171639	07/13/2021	TOILET SEAT COVERS-PARKS	11-52-00-52410 BLDG MAINT&REPAIR-PARKS	108.41
Total EQUIPARTS:				108.41
FAIRWYN SB INC				
1710 STONE	07/15/2021	1710 STONE MILL CIR	11-00-00-23540 DEVELOPER DEPOSITS	3,500.00
Total FAIRWYN SB INC:				3,500.00
FORD OF LAKE GENEVA				
76400	06/25/2021	OIL CHANGE-#205	11-21-00-53610 PD EQUIP MAINT SERV COSTS	32.03
76402	06/25/2021	BRAKES,FRONT SUSPEN REPA	11-21-00-53610 PD EQUIP MAINT SERV COSTS	1,119.22
76418	06/30/2021	TAIL LAMP-#204	11-21-00-53610 PD EQUIP MAINT SERV COSTS	672.59
76448	06/30/2021	OIL CHANGE-#204	11-21-00-53610 PD EQUIP MAINT SERV COSTS	34.73
76485	07/07/2021	AIR BAG INDICATOR-REPLACE	11-21-00-53610 PD EQUIP MAINT SERV COSTS	355.13

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
76522	07/07/2021	OIL CHANGE-#211	11-21-00-53610 PD EQUIP MAINT SERV COSTS	39.05
Total FORD OF LAKE GENEVA:				2,252.75
FOSTER COACH SALES INC				
21959	07/06/2021	AIRHORN REPAIR-AMB 2	11-22-00-52400 EQUIPMENT REPAIRS-FIRE DEPT	997.02
Total FOSTER COACH SALES INC:				997.02
GAGE MARINE CORP				
196565	07/22/2021	FISHING PIER BENCH-REPAIR	40-52-10-52640 BUOYS & BOAT STALLS-REPAIRS	375.11
Total GAGE MARINE CORP:				375.11
GENEVA LAKE ENVIRONMENTAL AGCY				
AUG PYMT	08/01/2021	AUGUST PAYMENT	40-54-10-57300 GLAKE ENVIRONMENTAL AGENCY	6,250.00
Total GENEVA LAKE ENVIRONMENTAL AGCY:				6,250.00
GENEVA ONLINE INC				
1116795	07/21/2021	EMAIL SVC-JUN	11-21-00-52210 PD TELEPHONE EXPENSE	39.00
Total GENEVA ONLINE INC:				39.00
GFL ENVIRONMENTAL INC.				
V20000012478	07/15/2021	ST SWEEPINGS DISPOSAL	11-36-00-52960 SOLID WASTE-STREET DEPT	547.17
Total GFL ENVIRONMENTAL INC.:				547.17
HENRY SCHEIN INC				
95222639	06/28/2021	EMS SUPPLIES	11-22-00-58100 EMS EQUIPMENT/SUPPLIES	111.39
95816399	07/07/2021	EMS SUPPLIES	11-22-00-58100 EMS EQUIPMENT/SUPPLIES	133.02
95887997	07/09/2021	EMS SUPPLIES	11-22-00-58100 EMS EQUIPMENT/SUPPLIES	5.30
Total HENRY SCHEIN INC:				249.71
ITU ABSORB TECH INC				
7737102	07/23/2021	MATS,RAGS,COVERALLS	11-32-10-53600 ST DEPT BLDG MAINT SERV COSTS	89.66
7737103	07/23/2021	MATS	11-16-10-53600 CITY HALL MAINT SERVICE COSTS	125.97
Total ITU ABSORB TECH INC:				215.63
JAMES IMAGING SYSTEMS INC				
1091702	07/20/2021	TOSH ES357-JUL	11-21-00-55310 COPY MACHINE & SHREDDING SVC	46.49
Total JAMES IMAGING SYSTEMS INC:				46.49
JERRY WILLKOMM INC				
279792	07/07/2021	1290.0 GALS GAS	11-32-10-53410 VEHICLE-FUEL & OIL	3,675.21
Total JERRY WILLKOMM INC:				3,675.21
KOYS, VANESSA				
REIMB 07/09/2	07/21/2021	KOYS-SEC DEP 7/9/21	40-55-10-23530 SECURITY DEPOSITS-UPPER RIV	1,000.00
REIMB 07/09/2	07/21/2021	KOYS-SEC GRD,SETUP 7/9/21	40-55-10-46740 UPPER RIVIERA REVENUE	420.50-

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
Total KOYS, VANESSA:				579.50
LAKE GENEVA CONVENTION				
3RD QTR 2021	08/01/2021	3RD QTR 2021 PAYMENT	47-00-00-57100 HOTEL/MOTEL ASSN-CHAM OF COMM	37,500.00
Total LAKE GENEVA CONVENTION:				37,500.00
LAKE GENEVA UTILITY				
1710 STONE	07/15/2021	1710 STONE MILL CIR	45-00-00-24520 WATER IMPACT FEES	1,690.00
1710 STONE	07/15/2021	1710 STONE MILL CIR	45-00-00-24530 SEWER IMPACT FEES	1,865.00
311 BOWING	06/14/2021	311 BOWING WAY	45-00-00-24520 WATER IMPACT FEES	1,690.00
311 BOWING	06/14/2021	311 BOWING WAY	45-00-00-24530 SEWER IMPACT FEES	1,865.00
346 S STONE	06/16/2021	346 S STONE RIDGE DR	45-00-00-24520 WATER IMPACT FEES	1,690.00
346 S STONE	06/16/2021	346 S STONE RIDGE DR	45-00-00-24530 SEWER IMPACT FEES	1,865.00
350 BOWING	06/09/2021	350 BOWING WAY	45-00-00-24520 WATER IMPACT FEES	1,690.00
350 BOWING	06/09/2021	350 BOWING WAY	45-00-00-24530 SEWER IMPACT FEES	1,865.00
Total LAKE GENEVA UTILITY:				14,220.00
LANGE ENTERPRISES INC				
77012	07/13/2021	BRACKETS	11-34-10-53750 TRAFFIC CONTROL STREET SIGNS	63.69
Total LANGE ENTERPRISES INC:				63.69
LANGUAGE LINE SERVICES				
10263477	06/30/2021	INTERPRETER FEES-JUN	11-21-00-51400 PD INTERPRETERS FEES	3.67
Total LANGUAGE LINE SERVICES:				3.67
LASER WORKS UNLIMITED LLC				
1681	07/06/2021	UNIFORM-GRITZNER	11-21-00-51380 PD UNIFORM ALLOWANCE	33.00
1682	07/06/2021	UNIFORM-WAY	11-21-00-51380 PD UNIFORM ALLOWANCE	99.96
Total LASER WORKS UNLIMITED LLC:				132.96
MARTIN GROUP				
1277094	07/20/2021	KONICA 20-JUL	11-21-00-55310 COPY MACHINE & SHREDDING SVC	20.09
Total MARTIN GROUP:				20.09
MERCY HEALTH SYSTEM				
4000100070-7/	07/09/2021	BLOOD DRAWS	11-21-00-53800 PD SPECIAL INVESTIGATIONS	30.00
Total MERCY HEALTH SYSTEM:				30.00
MIDWEST DOOR COMPANY				
3742	06/22/2021	GARAGE DOOR REPAIR	11-21-00-53420 PD SPECIAL EQUIPMENT	150.00
Total MIDWEST DOOR COMPANY:				150.00
MIKES AUTO REPAIR INC				
59738	06/28/2021	BATTERIES-SQUAD 1	11-22-00-52400 EQUIPMENT REPAIRS-FIRE DEPT	683.53
60173	07/22/2021	FUEL PUMP 36	11-32-10-53510 VEHICLE/EQUIPMENT MAINTENANCE	760.33
Total MIKES AUTO REPAIR INC:				1,443.86

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
MOTION & CONTROL ENTERPRISES LLC				
A20708-001	07/15/2021	HYD FITTINGS-#35	11-32-10-53510 VEHICLE/EQUIPMENT MAINTENANCE	86.92
Total MOTION & CONTROL ENTERPRISES LLC:				86.92
MSA PROFESSIONAL SERVICES INC				
R19995000.0-1	07/13/2021	PARK PLAN-2021	11-69-30-52165 PARK PLAN	6,600.00
Total MSA PROFESSIONAL SERVICES INC:				6,600.00
NYQUIST COMMUNICATIONS ENGINEERING LLC				
1252	07/13/2021	2ND QTR IT SVCS	11-21-00-53050 DATA PROCESSING	3,259.46
1252	07/13/2021	2ND QTR IT SVCS	11-21-00-52620 PD COMMUNICATION SYS MAINT FEE	25.00
1252	07/13/2021	2ND QTR IT SVCS	11-21-00-58100 EQUIPMENT OUTLAY	25.00
1252	07/13/2021	2ND QTR IT SVCS	11-21-00-52210 PD TELEPHONE EXPENSE	700.00
1252	07/13/2021	2ND QTR IT SVCS	11-29-00-58000 FIRE SIRENS	525.00
Total NYQUIST COMMUNICATIONS ENGINEERING LLC:				4,534.46
NYQUIST ENGINEERNG				
1253	07/13/2021	2ND QTR IT SVCS	11-22-00-54500 FIRE IT SERVICES	362.50
Total NYQUIST ENGINEERNG:				362.50
OFFICE DEPOT				
181156481001	07/09/2021	PENS	11-22-00-53100 OFFICE SUPPLIES	18.08
182399792001	07/16/2021	COPY PAPER	11-16-10-53100 CITY HALL OFFICE SUPPLIES	156.23
182399792001	07/16/2021	COPY PAPER	42-34-50-53100 OFFICE SUPPLIES	31.25
Total OFFICE DEPOT:				205.56
PAL STEEL COMPANY INC				
2892	07/14/2021	REBAR-SIGNS	11-21-00-53420 PD SPECIAL EQUIPMENT	70.00
Total PAL STEEL COMPANY INC:				70.00
POMP'S TIRE SERVICE INC				
60247900	07/15/2021	FRONT TIRE-#16	11-32-10-52500 ST DEPT EQUIPMENT REPAIRS	250.65
Total POMPS TIRE SERVICE INC:				250.65
QUILL CORPORATION				
17580978	06/22/2021	OFFICE SUPPLIES	11-21-00-53100 PD OFFICE SUPPLIES	101.35
17625244	06/23/2021	OFFICE SUPPLIES	11-21-00-53100 PD OFFICE SUPPLIES	207.31
17914689	07/08/2021	OFFICE SUPPLIES	11-21-00-53100 PD OFFICE SUPPLIES	254.69
17925670	07/08/2021	TONER-RECORDS	11-21-00-53100 PD OFFICE SUPPLIES	236.67
Total QUILL CORPORATION:				800.02
RAGNASOFT INC				
RSI-0005743	07/01/2021	ANNUAL PLANIT SUBSC-2021	11-21-00-53050 DATA PROCESSING	2,500.00
Total RAGNASOFT INC:				2,500.00
ROBERT FURLO				
REFD 7/27/21	07/27/2021	REFUND-WAIT LIST	40-52-10-46750 BUOY/BOAT STALL WAITING LIST	50.00

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
Total ROBERT FURLO:				50.00
ROJAS, LINA				
REIMB 06/25/2	07/20/2021	ROJAS-SEC DEP 6/25/21	40-55-10-23530 SECURITY DEPOSITS-UPPER RIV	1,000.00
REIMB 06/25/2	07/20/2021	ROJAS-SEC GRD,SETUP 6/25/2	40-55-10-46740 UPPER RIVIERA REVENUE	792.25-
Total ROJAS, LINA:				207.75
ROTE OIL COMPANY				
2119700210	07/16/2021	167.31 GALS CLEAR DIESEL	11-32-10-53410 VEHICLE-FUEL & OIL	453.25
Total ROTE OIL COMPANY:				453.25
SAUK VALLEY COMMUNITY COLLEGE				
FS2021-03	06/24/2021	FLASHOVER TRAINING	11-22-00-54100 FIRE TRAINING PAY	1,500.00
Total SAUK VALLEY COMMUNITY COLLEGE:				1,500.00
SHRED-IT				
8182470351	07/22/2021	SHREDDING SVC-JUL	11-16-10-53600 CITY HALL MAINT SERVICE COSTS	22.23
Total SHRED-IT:				22.23
SIREN SERVICES				
154	05/17/2021	VALVES REPAIR-SQD 1	11-22-00-52400 EQUIPMENT REPAIRS-FIRE DEPT	301.28
168	05/12/2021	COLLANT LEAK REPAIR-TOWE	11-22-00-52400 EQUIPMENT REPAIRS-FIRE DEPT	133.90
263	07/04/2021	BATTERY INDICATOR-SQUAD 1	11-22-00-52400 EQUIPMENT REPAIRS-FIRE DEPT	835.59
280	07/10/2021	BATTERY REPAIR-SQD 1	11-22-00-52400 EQUIPMENT REPAIRS-FIRE DEPT	327.04
Total SIREN SERVICES:				1,597.81
STREICHERS				
I1511636	07/02/2021	BODY ARMOUR-RODRIGUEZ	11-21-00-57370 BODY ARMOR EXPENDITURES	965.00
I1513838	07/16/2021	WALSER,GONZALEZ,TIETZ-VES	11-21-00-57370 BODY ARMOR EXPENDITURES	2,639.00
Total STREICHERS:				3,604.00
T2 SYSTEMS CANADA INC				
IRIS000006954	03/31/2020	IRIS FEES-JUN	42-34-50-54500 SUPPORT CONTRACTS	1,017.38
IRIS000007145	05/28/2020	IRIS FEES-MAY	42-34-50-54500 SUPPORT CONTRACTS	1,486.87
Total T2 SYSTEMS CANADA INC:				2,504.25
THE KNOT WORLDWIDE INC.				
00634512	07/29/2021	RECEPTION VENUES-SUBSCRI	40-55-10-53160 PUBLICATIONS & PROMOTIONS	1,469.88
Total THE KNOT WORLDWIDE INC.:				1,469.88
THE LISMORE HOTEL				
07/27/2021	07/27/2021	PLUMBING INSPECT CODE UP	11-24-00-53310 BLDG INSP-MEALS & LODGING	246.00
07/27/2021-1	07/27/2021	BUILDING INSPECT CODE UPD	11-24-00-53310 BLDG INSP-MEALS & LODGING	246.00
Total THE LISMORE HOTEL:				492.00
TOTAL PARKING SOLUTIONS INC				
105379	07/19/2021	CMS MONITORING-AUG	42-34-50-54500 SUPPORT CONTRACTS	3,445.00

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
TOTAL PARKING SOLUTIONS INC:				3,445.00
TRACTOR SUPPLY CREDIT PLAN				
799738	07/12/2021	WATER PUMP-TREES	11-32-13-54300 TREE & BRUSH OPER SUPPLIES	266.13
800407	07/15/2021	COUPLING-RETURN	11-32-13-54300 TREE & BRUSH OPER SUPPLIES	32.99
800409	07/15/2021	BUSHING, COUPLER-H2O PUMP	11-32-13-54300 TREE & BRUSH OPER SUPPLIES	20.48
Total TRACTOR SUPPLY CREDIT PLAN:				253.62
TRANS UNION LLC				
06116952	06/25/2021	BACKGROUND CHECKS	11-21-00-54110 PD APPLICATION PROCESS	94.74
Total TRANS UNION LLC:				94.74
TREASURE HUT				
GRANT 07/23/	07/23/2021	PALM BUSHES-RIV OPEN HOU	40-55-40-53000 TOURISM GRANT FUNDS EXP	940.00
Total TREASURE HUT:				940.00
TWO THUMBS UP LLC				
06/28/2021	06/28/2021	PYMT 2 RESTITUTION-CN809P	11-12-00-45100 COURT PENALTIES & FINES	115.00
Total TWO THUMBS UP LLC:				115.00
UNIFORM SHOP, THE				
311756	06/28/2021	PD EMBLEMS	11-21-00-51390 PART TIME UNIFORM EXPENSE	732.00
Total UNIFORM SHOP, THE:				732.00
UNITED OCC MED WALK IN SRV, LLC				
3047	07/20/2021	PHYSICAL-DUCHEMIN	11-21-00-54110 PD APPLICATION PROCESS	140.00
Total UNITED OCC MED WALK IN SRV, LLC:				140.00
UNITED PUBLIC SAFETY INC				
UPS00047254	07/21/2021	HAND HELD RENTAL	42-34-50-53400 OPERATING SUPPLIES-ENFORCEMEN	144.52
Total UNITED PUBLIC SAFETY INC:				144.52
VANDEWALLE & ASSOCIATES INC				
202106044	06/18/2021	COST RECOVERY	11-00-00-13910 A/R BILL OUTS	840.50
202106044	06/18/2021	TAP GRANT	43-52-00-53100 TAP GRANT CAPITAL PROJECTS	247.50
202106044	06/18/2021	CITY PLANNING SERVICES	11-69-30-52120 OUTSIDE PROFESSIONAL PLANNING	81.50
202106044	06/18/2021	CITY ZONING	11-69-30-52180 ZONING CODES	309.00
Total VANDEWALLE & ASSOCIATES INC:				1,478.50
VILLAGE OF GENOA CITY				
448	07/20/2021	BEACH TESTING-JUN	40-54-10-53620 BEACH MAINTENANCE SERVICE COS	400.00
Total VILLAGE OF GENOA CITY:				400.00
VIRTUAL ACADEMY				
VA6768	07/07/2021	TELECOM TRAINING	11-21-00-54100 PD TRAINING EXPENSES	405.00

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
Total VIRTUAL ACADEMY:				405.00
WAUKESHA CNTY TECH COLLEGE				
S0745773	06/29/2021	TRAINING-TIETZ/NELSON	11-21-00-54100 PD TRAINING EXPENSES	490.00
Total WAUKESHA CNTY TECH COLLEGE:				490.00
WELDERS SUPPLY CO				
10225382	07/14/2021	1 YR OXYGEN SUPPLY-EMS	11-22-00-58100 EMS EQUIPMENT/SUPPLIES	275.00
Total WELDERS SUPPLY CO:				275.00
WHITEWATER LIMESTONE				
21141	07/07/2021	LIMESTONE BASE	48-00-00-54200 CEM GRAVES/FOUNDATIONS	167.17
Total WHITEWATER LIMESTONE:				167.17
WILLIAMS, ROBERT				
07/26/2021	07/26/2021	INSTR PAY-FLASHOVER TRAINI	11-22-00-54100 FIRE TRAINING PAY	400.00
Total WILLIAMS, ROBERT:				400.00
WISCONN VALLEY MEDIA GROUP				
46335	07/15/2021	LN-KWIK TRIP SITE PLAN AMEN	11-10-00-53150 PUBLICATION FEES REIMBURSABLE	48.76
Total WISCONN VALLEY MEDIA GROUP:				48.76
WITTE SUPPLY COMPANY				
112797	07/27/2021	6 YDS TOP SOIL-OAK HILL	48-00-00-53620 CEM GROUNDS/LANDSCAPING	153.00
112809	07/27/2021	4 YDS SAND-RUSHWOOD SAN	11-52-00-53520 GROUNDS MAINT SUPPLIES	120.00
Total WITTE SUPPLY COMPANY:				273.00
YUNKER INDUSTRIES INC				
07/16/2021	07/16/2021	GRAPHICS & INSTALL-HIST WA	40-55-40-53000 TOURISM GRANT FUNDS EXP	1,849.61
Total YUNKER INDUSTRIES INC:				1,849.61
Grand Totals:				150,663.77

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
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Dated: _____

Mayor: Charles KleinCity Council: Shirley MerlineJoan Junker
Ken H. H. H.

City Recorder: _____

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Only unpaid invoices included.

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