



GREEN LAKE COUNTY

571 County Road A, Green Lake, WI 54941

Original Post Date: 01/24/2025

Amended Post Date:

The following documents are included in the packet for the County Board meeting on January 28, 2025:

- 1) Agenda
- 2) Minutes – 12/17/2024
- 3) Resolution 01-2025 Resolution Seeking Withdrawal from the Tri-County Environmental Health Consortium and Form the Rural Environmental Health Alliance
- 4) Miron contract for Highway facility
- 5) Forms of government documentation
- 6) Committee Appointments



**Green Lake County Board of Supervisors
Special Meeting Notice**

The Green Lake County Board of Supervisors will meet in person and via virtual communication in Room #0902 in the City of Green Lake, Wisconsin on Tuesday, the **28th day of January, 2025 at 4:30 PM** for a special meeting of the Board. Business to be transacted includes:

Amended AGENDA*

**County Board of
Supervisors**

Dist. 1 Nancy Hoffmann
Dist. 2 Charles Buss
Dist. 3 Curtis Talma
Dist. 4 David Abendroth – Chair
Dist. 5 Mike Skivington
Dist. 6 Brian Floeter
*Dist. 7 Bob Schweder -
Vice Chair*
Dist. 8 Nancy Hiestand
Dist. 9 Bill Boutwell
Dist. 10 Sue Wendt
Dist. 11 Harley Reabe
Dist. 12 Charlie Wielgosh
Dist. 13 Don Lenz
Dist. 14 Dennis Mulder
Dist. 15 Nita Krenz
Dist. 16 Joe Gonyo
Dist. 17 Keith Hess
Dist. 18 Richard Trochinski
Dist. 19 Gene Thom

Virtual attendance at meetings is optional. If technical difficulties arise, there may be instances when remote access may be compromised. If there is a quorum attending in person, the meeting will proceed as scheduled.

**GREEN LAKE
COUNTY MISSION:**

- 1) Fiscal
Responsibility*
- 2) Quality Service*
- 3) Innovative
Leadership*
- 4) Continual
Improvement in
County
Government*

- 1. Call to Order**
- 2. Roll Call**
- 3. Reading of the Call**
- 4. Pledge of Allegiance**
- 5. Minutes of 12/17/2024 meeting**
- 6. Announcements**
- 7. Public Comment (3 min. limit)**
- 8. Appearances**
 - Scott Feldt, BugTussel – update on broadband services
- 9. Resolutions**
 - Res. 01-2025 Resolution Seeking Withdrawal from the Tri-County Environmental Health Consortium and Form the Rural Environmental Health Alliance
- 10. *Discussion and possible approval of Miron contract for Highway Facility**
- 11. Discussion and possible action regarding Green Lake County form of government and the County Administrator position**
- 12. Committee Appointments**
- 13. *Closed Session**
 - Move into Closed Session per WI Statute 19.85(1)(c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility – recommendation from Finance Committee regarding SOW from auditing firm
 - Closed Session per WI Statute 19.85(1)(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session – consideration of Highway Department land acquisition
- 14. Reconvene into Open Session to take action, if appropriate, on matters discussed in Closed Session**
- 15. Departments to Report on February 18, 2025**
- 16. Future Agenda Items for Action & Discussion**
- 17. Adjourn**

Given under my hand and official seal at the Government Center in the City of Green Lake, Wisconsin, this 23rd day of January, 2025.

Elizabeth A. Otto, Green Lake County Clerk

This meeting will be conducted and available through in person attendance or audio/visual communication. Remote access can be obtained through the following link:

Microsoft Teams

Join the meeting now

Meeting ID: 278 700 337 425

Passcode: cc6jk3D4

Dial in by phone

[+1 920-515-0745,559882845#](tel:+19205150745559882845) United States, Appleton

[Find a local number](#)

Phone conference ID: 559 882 845#

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

Please accept at your earliest convenience. Thank you!

[Org help](#) | [Privacy and security](#)

TO BE APPROVED AT THE FEBRUARY 18, 2025 MEETING

GREEN LAKE COUNTY

BOARD PROCEEDINGS

REGULAR MEETING

December 17, 2024

The Green Lake County Board of Supervisors met in regular session, Tuesday, December 17, 2024 at 4:30 PM via remote access and in person for the regular meeting of the Board.

The Board was called to order by Chair David Abendroth. Roll call taken – Present – 18, Absent – Richard Trochinski-District 18

<u>Supervisor</u>	<u>Supervisor Districts</u>
Nancy Hoffmann	1
Charles Buss	2
Curt Talma	3
David Abendroth	4
Mike Skivington	5
Brian Floeter	6
Bob Schweder	7
Nancy Hiestand	8
Bill Boutwell	9
Sue Wendt	10
Harley Reabe	11
Charlie Wielgosh	12
Don Lenz	13
Dennis Mulder	14
Nita Krenz	15
Joe Gonyo	16
Keith Hess	17
Gene Thom	19

READING OF THE CALL

CALL TO ORDER

ROLL CALL

READING OF THE CALL

PLEDGE OF ALLEGIANCE

RECOGNITION OF SERVICE – VANESSA SCHULTZ, ADRC RESOURCE SPECIALIST

TO BE APPROVED AT THE FEBRUARY 18, 2025 MEETING

MINUTES OF 11/12/2024 MEETING

ANNOUNCEMENTS

PUBLIC COMMENT (3 minute limit)

APPEARANCES

- CLA, LLC – update on 2023 audit

RESOLUTIONS

- Resolution 25-2024 Relating to Cancellation of Outstanding Checks
- Resolution 26-2024 Regarding 2025 Wage Increase for County Employees
- Resolution 27-2024 Relating to Medical Examiner Fees
- Resolution 28-2024 Relating to Labor Agreement with Green Lake County Law Enforcement Association, WPPA Law Enforcement Employee Relations Division

BUDGET ADJUSTMENTS

- Fair/IT
- Administrator
- Maintenance

COMMITTEE APPOINTMENTS

CLOSED SESSION

- Move into Closed Session per WI §19.85(1)(b) considering dismissal of any public employees; and WI §19.85(1) (e) deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.

RECONVEN INTO OPEN SESSION TO TAKE ACTION, IF APPROPRIATE, ON MATTERS DISCUSSED IN CLOSED SESSION

DEPARTMENTS TO REPORT ON February 18, 2025

FUTURE AGENDA ITEMS FOR ACTION & DISCUSSION

ADJOURN

Given under my hand and official seal at the Government Center in the City of Green Lake, Wisconsin this 13th day of December, 2024

Elizabeth A. Otto
Green Lake County Clerk

PLEDGE OF ALLEGIANCE

1. The Pledge of Allegiance to the Flag was recited.

RECOGNITION OF SERVICE – VANESSA SCHULTZ, ADRC RESOURCE SPECIALIST

2. HHS Director Jason Jerome presented Vanessa Schultz with a retirement plaque and thanked her for 36 years of dedication and service to Green Lake County.

MINUTES OF 11/12/2024 MEETING

3. **Motion/second (Reabe/Buss)** to approve the minutes of the November 12, 2024 County Board meeting with no changes or corrections. Motion carried with no negative vote.

TO BE APPROVED AT THE FEBRUARY 18, 2025 MEETING

ANNOUNCEMENTS

4. The next meeting of the County Board will take place on February 18, 2025 at 4:30 PM.
5. Chair Abendroth stated that included in the packet was a letter of appreciation to the Board thanking Sheriff Mark Podoll for conducting a recent tour of the Government Center.

PUBLIC COMMENT (3 minute limit)

6. Sheriff Mark Podoll thanked the County Board and his department for their support during the recent missing kayaker case. Podoll offered special thanks to Chief Deputy Matt Vandekolk, Detective Josh Ward, Detective Scott Cody, Detective Jeremiah Hanson, and Clerk Sara Radloff.

APPEARANCES

7. Jon Trautman, Principal of CLA, reviewed the documentation provided for the completed 2023 audit. Key takeaways included a “clean” Auditor’s Report and a 30% fund balance which exceeds county requirements as set by resolution. Trautman outlined some of the upcoming GASB standards but stated that he is hoping for an August completion next year.

RESOLUTIONS

8. Resolution 25-2024 Relating Cancellation of Outstanding Checks. ***Motion/second (Mulder/Reabe)*** to adopt Resolution 25-2024. No discussion. Roll call vote on motion to adopt Resolution 25-2024 – Ayes – 18, Nays – 0, Abstain – 0, Absent – 1 (Trochinski). Resolution 25-2024 passed as adopted.
9. Resolution 26-2024 Regarding 2025 Wage Increase for County Employees. ***Motion/second (Thom/Lenz)*** to adopt Resolution 26-2024. Discussion held. Roll call vote on motion to adopt Resolution 26-2024 – Ayes – 18, Nays – 0, Abstain – 0, Absent – 1 (Trochinski). Resolution 26-2024 passed as adopted.
10. Resolution 27-2024 Relating to Medical Examiner Fees. ***Motion/second (Buss/Hess)*** to adopt Resolution 27-2024. No discussion. Roll call vote on motion to adopt Resolution 27-2024 – Ayes – 18, Nays – 0, Abstain – 0, Absent – 1 (Trochinski). Resolution 27-2024 passed as adopted.
11. Resolution 28-2024 Relating to Labor Agreement with Green Lake County Law Enforcement Association, WPPA Law Enforcement Employee Relations Division. ***Motion/second (Thom/Lenz)*** to adopt Resolution 28-2024. Corporation Counsel Jeff Mann provided an update on changes made to the past contract and stated that this is a 3 year contract. ***Motion/second (Thom/Reabe)*** to allow Finance Director Ken Stephani to speak. Motion carried with no negative vote. Stephani spoke in regard to the wage scale included in the contract. Roll call vote on motion to adopt Resolution 28-2024 – Ayes – 18, Nays – 0, Abstain – 0, Absent – 1 (Trochinski). Resolution 28-2024 passed as adopted.

BUDGET ADJUSTMENTS

TO BE APPROVED AT THE FEBRUARY 18, 2025 MEETING

12. The following budget adjustments were brought before the Board:

- IT/Fair

Motion/second (Thom/Mulder) to approve the budget adjustment in the amount of \$843 from contingency to IT Maintenance Contracts. Roll call vote - Ayes – 18, Nays – 0, Abstain – 0, Absent – 1 (Trochinski). Motion carried.

- Administrator

Motion/second (Thom/Wendt) to approve the budget adjustment in the amount of \$250 from Administrator account to Circuit Court Law Books. Roll call vote - Ayes – 18, Nays – 0, Abstain – 0, Absent – 1 (Trochinski). Motion carried.

- Maintenance

Motion/second (Thom/Wendt) to approve the budget adjustment in the amount of \$5500 from contingency to Maintenance for a water heater failure. Roll call vote - Ayes – 18, Nays – 0, Abstain – 0, Absent – 1 (Trochinski). Motion carried.

COMMITTEE APPOINTMENTS

13. There were no committee appointments this month.

CLOSED SESSION

14. **Motion/second (Thom/Mulder)** to move into Closed Session per WI §19.85(1)(b) considering dismissal of any public employee; and WI §19.85(1)€ deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.

Roll call vote on motion to move into Closed Session at 5:21 PM – Ayes - 18, Nays - 0, Absent – 1 (Trochinski), Abstain - 0. Motion carried. Remote access was terminated.

RECONVENE INTO OPEN SESSION, IF APPROPRIATE, TO ACT ON MATTERS DISCUSSED IN CLOSED SESSION

15. **Motion/second (Buss/Lenz)** to reconvene into open session at 5:55 PM.

Roll call vote on motion to return to Open Session – Ayes - 18, Nays - 0, Absent – 1 (Trochinski), Abstain - 0. Motion carried.

16. **Motion/second (Floeter/Hoffmann)** to accept the resignation as outlined in Closed Session of County Administrator Catherine Wylie effective January 5, 2025. Roll call vote – Ayes – 18, Nays – 0, Absent – 1 (Trochinski), Abstain – 0. Motion carried.

17. **Motion/second (Buss/Hiestand)** to approve the budget adjustment as discussed in Closed Session. Roll call vote – Ayes – 18, Nays – 0, Absent – 1 (Trochinski), Abstain – 0. Motion carried.

TO BE APPROVED AT THE FEBRUARY 18, 2025 MEETING

DEPARTMENTS TO REPORT ON February 18, 2025

18. To be determine

FUTURE AGENDA ITEMS FOR ACTION AND DISCUSSION

19. To be determined.
20. Chair Abendroth wished everyone present a Merry Christmas and Happy New Year.

ADJOURN

21. Chair Abendroth adjourned the meeting at 5:58 PM.

Respectfully Submitted,

Elizabeth Otto
County Clerk

RESOLUTION NUMBER 01-2025

RESOLUTION SEEKING WITHDRAWAL FROM THE TRI-COUNTY ENVIRONMENTAL
HEALTH CONSORTIUM AND FORM THE RURAL ENVIRONMENTAL HEALTH ALLIANCE

The County Board of Supervisors of Green Lake County, Green Lake, Wisconsin, duly assembled at its regular meeting begun on the 28th day of January, 2025, does resolve as follows:

- 1 **WHEREAS**, the respective Boards of Health in Green Lake and Marquette Counties
2 have voted to withdraw from the Tri-County Environmental Health Consortium, but still
3 believe these specialty services are more effectively provided within a partnership.
4
- 5 **WHEREAS**, customer service and fiscal responsibility are paramount to the operation of
6 a local Environmental Health, Food Safety and Recreational Licensing program.
7
- 8 Fiscal note is attached.
- 9 A majority vote is needed to pass.

Roll Call on Resolution No. 01-2025

Submitted by Health & Human
Services Committee:

Ayes , Nays , Absent , Abstain

/s/ Joe Gonyo

Joe Gonyo, Chair

Passed and Adopted/Rejected this
____ day of _____, 2025.

/s/ Mike Skivington

Mike Skivington, Vice-Chair

absent

Brian Floeter

absent

Richard Trochinski

County Board Chairman

ATTEST: County Clerk
Approve as to Form:

Corporation Counsel

Approved via remote access

Nancy Hoffmann

/s/ Mary Hess

Mary Hess

/s/ Christine Schapfel

Christine Schapfel

10 **WHEREAS**, WI Dept. of Agriculture, Trade and Consumer Protection (DATCP) may
11 designate a local health department as Agent of the State pursuant to WI State Statute
12 Chapters 66.0417, 97.12, 97.41, 68, 125.68(5), 251.04(3), 252.02, 252.03, 254.46, and
13 254.59; and by WI State Administrative Chapters ATCP 72, 73, 74, 75, 76, 78 and 79
14 and SPS 221 and 390.

15 **WHEREAS**, ratification of this arrangement will have a 'cost neutral' impact on
16 participating counties.

17
18 **NOW, THEREFORE, BE IT RESOLVED** that Marquette County and Green Lake Public
19 Health will consolidate resources and form the "Rural Environmental Health Alliance"
20 (REHA).
21

22 **BE IT FURTHER RESOLVED**, that Marquette County Health Department will act as
23 fiscal agent for this consortium; setting and collecting all associated fees, hiring qualified
24 staff, and assuring compliance with ATCP 74 and applicable local ordinances.

AIA® Document A133® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 26th day of July in the year 2024
(In words, indicate day, month, and year.)

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

Green Lake County
570 South Street
Green Lake, WI 54941

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

Miron Construction Co., Inc.
1471 McMahon Drive
Neenah, WI 54956

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

Green Lake County Highway Facility
Green Lake, WI

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

Excel Engineering
100 Camelot Drive
Fond du Lac, WI 54935

The Owner and Construction Manager 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.

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

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6	COMPENSATION FOR CONSTRUCTION PHASE SERVICES
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8	DISCOUNTS, REBATES, AND REFUNDS
9	SUBCONTRACTS AND OTHER AGREEMENTS
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EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

EXHIBIT B INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Owner's Program to be finalized during the schematic and design development phases.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

To be identified during the schematic and design development phases.

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:

(Provide total and, if known, a line item breakdown.)

Budget cost for the Guaranteed Maximum Price (GMP) is unidentified at this time.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Unidentified at this time.

.2 Construction commencement date:

Anticipated construction commencement is June 2025.

.3 Substantial Completion date or dates:

To be identified in the GMP Amendment.

.4 Other milestone dates:

Unidentified at this time, to be finalized in the GMP Amendment.

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

Unidentified at this time, to be finalized in the GMP Amendment.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

Not applicable

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

David Abendroth & Derek Mashuda
County Board Chairman & County Highway Commissioner (respectively)
Green Lake County
571 County Road A
Green Lake, WI 54941

Note: Derek Mashuda will be the Owner's Representative but will not have the authority to approve any Change Orders that modify the GMP; only David Abendroth is authorized to approve and sign Change Order that increase the GMP

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other contact information.)

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

TBD

.2 Civil Engineer:

TBD

.3 Other, if any:

(List any other consultants retained by the Owner, such as a Project or Program Manager.)

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

David Venden Avond, Architectural Project Manager
Excel Engineering
100 Camelot Drive
Fond du Lac, WI 54935
920-322-1674
david.vandenavond@excelengineer.com

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

Eric Brandt, Project Executive
Miron Construction Co., Inc.
500 First Street
Wausau, WI 54403
715-841-4028
eric.brandt@miron-construction.com

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

Unidentified at this time.

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

Trade packages to be bid as defined in Article 9.

Construction Manager's procurement of Subcontractors and suppliers shall comply with the applicable provisions of Wis. Stats. §§ 59.52(29) and 66.0901, and the provisions of this Agreement

§ 1.1.15 Other Initial Information on which this Agreement is based:

Notwithstanding any other term of this Agreement, the Owner and Construction Manager shall comply with the requirements of any lender or other financial institution providing funding to Owner, such as complying with federal nondiscrimination laws, rules and regulations and reporting requirements.

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party unless the parties agree to a shorten time in writing.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), the Guaranteed Maximum Price Amendment (once completed), 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. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior or contemporaneous negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15. Article and section headings used in this Agreement are for ease of reference only and shall not be considered a part of or affect the interpretation or meaning of this Agreement. Capitalized terms not defined herein shall have the meaning assigned to such term in the A201-2017 (defined in Section 2.3.1 below).

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment and Construction Manager's Capabilities (defined in Section 2.7 below) in completing the Project and in furthering the interests of the Owner by (a) furnishing efficient construction administration, management services, and supervision; (b) furnishing at all times an adequate supply of qualified, experienced administrators and supervisors who will commit sufficient time to meet the milestones in the construction schedule and (c) by having the Work performed in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™-2017, General Conditions of the Contract for Construction, as modified and agreed to by the parties ("A201"), shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201-2017 shall mean the Construction Manager. The term "Contract Sum" as used in the A201-2017 shall mean Guaranteed Maximum Price Amendment, as may be modified as provided herein.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in the A201–2017. The term "Contractor" as used in A201–2017 shall mean the Construction Manager. The term "Contract Sum" as used in the A201–2017 shall mean Guaranteed Maximum Price Amendment, as may be modified as provided herein.

§ 2.3.3 The administrative and supervisory Work to be performed under this Agreement shall be performed by the Construction Manager's own staff unless otherwise authorized by the Owner. The employment of, contract with, or use of the services of any other person or firm by the Construction Manager as a consultant or otherwise shall be subject to the prior written approval of the Owner. Such approval shall not be construed as constituting an agreement between the Owner and any such person or firm.

§ 2.3.4 The Construction Manager assumes the risks and responsibilities of constructing the Work pursuant to the terms of this Agreement and shall take such steps as may be necessary to achieve satisfactory performance from each Subcontractor as set forth in the Contract Documents.

§ 2.3.5 If inspectors representing local, state or federal agencies having jurisdiction over the Project shall visit the Project site, the Construction Manager, if possible, shall provide Owner reasonable advance notice of the inspection, accompany the inspectors during their tour through the Project site, and record and report to the Owner the results of the inspections in writing.

§ 2.3.6 The Construction Manager shall reasonably secure the Project site in order to protect against potential theft, unauthorized entry and possible injury, vandalism and equipment sabotage. The Construction Manager shall coordinate opening and lockup daily.

§ 2.3.7 The Construction Manager acknowledges the high importance that the Owner places on safety. The Construction Manager shall utilize a safety program and standards for the Project (the "CM's Safety Program"). At a minimum, the CM's Safety Program shall comply with all OSHA requirements. The safety programs of the Subcontractors shall at minimum comply with the standards of the CM's Safety Program. The Construction Manager shall be responsible to monitor, supervise and enforce the implementation of the CM's Safety Program, shall coordinate, monitor, audit and supervise the implementation of the Subcontractors' safety programs, and shall make best efforts to require all other entities or persons who are on the Project site to abide by the CM's Safety Program. The Construction Manager and its Subcontractors of any tier shall be individually responsible to implement and monitor their respective safety programs in connection with their own employees and their Subcontractors of any tier. All employees, workers, contractors and Subcontractors shall be responsible to cooperate with the Construction Manager to timely resolve any unsafe conditions.

§ 2.3.8 The Construction Manager shall not store materials off-site unless the same are fully-insured and the site is secure and bonded. Prior to such storage, the Construction Manager shall provide the location of the storage site and confirm to the Owner that the amount or value of materials stored does not exceed the limitations imposed by the Owner's insurance policies or by its construction lender. Upon delivery of any materials at an off-site storage facility, the Construction Manager shall promptly provide a copy of the storage receipt or similar documents to the Owner.

§ 2.3.9 Use of photographs for purposes other than internal Project administration is not permitted without prior written approval of the Owner. The Construction Manager agrees that under all circumstances the Construction Manager will use photographs in a manner that is consistent with the Owner's standards.

§ 2.3.10 The Construction Manager shall maintain a competent supervision staff at the site where the Work is being performed for the coordination and direction of the Work.

§ 2.3.11 The Construction Manager shall maintain at the Project site a current marked set of working Drawings and Specifications reflecting "AS BUILT" conditions. Upon completion of construction, the Construction Manager shall turn over these record drawings to the Architect for modification of the original Drawings.

§ 2.3.12 The Construction Manager shall submit a written list of all known uncompleted items and items requiring corrective Work to the Architect and the Owner as of the date the Construction Manager notifies the Architect that, in the Construction Manager's opinion, a portion of the Work has achieved Substantial Completion (other than receipt of a temporary or permanent occupancy permit for that portion of the Work, the parties acknowledging that a temporary or permanent occupancy permit will be obtained only when the Work has been Substantially Completed for a particular building). The Architect shall then conduct an inspection of that portion of the Work and, based upon its inspection and the list submitted by the Construction Manager, prepare a punch list itemizing each uncompleted item and items requiring

corrective work in that portion of the Work and shall distribute such list to the Owner and the Construction Manager. Other than seasonal items, the Construction Manager shall complete all punch list items within thirty (30) days after the date of Substantial Completion of that portion of the Work. All in-season items on the punch list shall be completed within thirty (30) days of the earliest date that such in-season items may be commenced. The Construction Manager shall notify the Owner and the Architect as the items on the punch list are completed. If any punch list items cannot be completed within the thirty (30) day requirement after Substantial Completion, the Construction Manager shall notify the Owner and Architect in writing as to the reason and approximate time for completion. If the timing is unsatisfactory to the Owner, the Owner may, at its option, complete such remaining punch list items and charge the Construction Manager for the cost of the same. After thirty (30), but not more than forty-five (45), days after the date of the punch list, the Architect shall re-inspect that portion of the Work, identifying any remaining uncompleted items and items requiring corrective work, amend the punch list accordingly, and distribute such amended punch list to the Owner and to the Construction Manager.

§ 2.3.13 All warranties shall either be assignable or extendable to the Owner (unless the Owner is notified in advance in writing that certain Work or material warranties are not assignable or extendable and Construction Manager shall not use such Subcontractor or purchase such materials without the prior written approval of the Owner, which approval may be withheld in its sole discretion). The Construction Manager shall take all actions necessary to assign the Subcontractors' warranties to the Owner.

§ 2.3.14 The Construction Manager acknowledges that the Project site is smoke-free. The Construction Manager shall inform its employees and its Subcontractors and vendors of the no-smoking policy and shall enforce the same.

§ 2.3.15 If interpretation of the meaning and/or intent of the Drawings and Specifications becomes necessary during construction, the Construction Manager shall submit a Request for Information ("RFI") to the Architect in accordance with Section 3.2 of the A201-2017 General Conditions with a copy to the Owner, to obtain the Architect's interpretation in writing and transmit the interpretation to the appropriate Subcontractor.

§ 2.4 Key Personnel

The key personnel for a Project are those persons identified below who will remain with the Project from the Pre-Construction until the Certificate for Final Payment is issued (collectively, the "Key Personnel"):

The Owner reserves the right to require the Construction Manager to remove and replace any Key Personnel at any time for reasonable cause. Except for direction from the Owner to replace any of the Key Personnel, the Construction Manager shall not replace any of the Key Personnel without the prior written consent of the Owner unless such person has left employment of the Construction Manager and is not employed by any affiliate of the Construction Manager, in which case no consent is required. The Construction Manager shall provide the credentials of any proposed replacement of Key Personnel for Owner's approval, which approval shall not be unreasonably withheld; provided, however, the credentials of the proposed replacement shall equal or exceed the credentials of the Key Personnel being replaced. The Construction Manager must show good cause to the Owner for the replacement of any Key Personnel. This provision is a material provision of this Agreement and violation of this provision may result in the immediate termination of the Construction Manager for cause. The Construction Manager represents and covenants to the Owner that (1) the Key Personnel will be qualified and have sufficient experience to carry out the duties of the Construction Manager pursuant to the Contract Documents, and (2) the time commitment promised for each of the Key Personnel to work on the Project is sufficient to complete the Project within the Construction Schedule; provided, however, the Construction Manager agrees to increase the time commitment if the Project requires additional time commitments to achieve Substantial Completion of the Project pursuant to the Construction Schedule.

§ 2.7 Construction Manager's Capabilities

The Construction Manager has:

- .1 sufficient human and computer resources to furnish efficient construction and business administration and management and supervision services to timely perform the Work pursuant to the Construction Schedule;
- .2 experience in supervising, constructing and managing projects of a similar nature (healthcare), size, scope and complexity as the Project;
- .3 experience and knowledge of the building codes applicable to the Project and the inspection and approval process by the responsible governmental authority;

- .4 knowledge of all laws, statutes, ordinances, rules and regulations, or lawful orders of public authorities applicable to the construction means, methods, techniques, sequences and procedures (collectively, the "Applicable Law");
- .5 knowledge of LEED certification and standards; and
- .6 knowledge of and prior experience with incorporating lean construction concepts and processes for projects similar in size, scope and complexity to the Project;

(all of the foregoing, collectively, the "Construction Manager's Capabilities").

§ 2.8 Standard of Care

The Construction Manager shall perform the Work consistent with the professional skill and standard of care required of construction managers licensed or doing work in Wisconsin with experience in supervising, constructing and managing projects of similar size, scope and complexity to the Project.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager represents and warrants that it has the following knowledge, experience, and resources to fulfill its obligations under the Contract Documents:

- 1. Knowledge of all laws, statutes, ordinances, rules, standards, regulations, and orders of governmental and certification authorities, including permit, building codes and inspection, approval, and issuance process, and any other legal directive applicable to the Construction Manager's performance under the Contract Documents (singularly, an "Applicable Law" or collectively, the "Applicable Laws");
- 2. Experience in supervising and managing projects of a similar size, scope, and complexity as the Project;
- 3. Available employees who will devote sufficient time to the Project and have sufficient information technology to provide efficient, construction, business administration, management, accounting, and supervision to timely, build the Project pursuant to the Construction Schedule, and a good and workmanlike manner.

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently.

Each of the Construction Manager representatives designated in the Guaranteed Maximum Price proposal and approved by the Owner shall be authorized to act on behalf of the Construction Manager with respect to the Project. The Construction Manager shall not replace or substitute such personnel without the consent of Owner. The Construction Manager shall notify Owner at least fourteen (14) days prior to any proposed change and the names and qualifications of the proposed substitution.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

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§ 3.1.3 Consultation

§ 3.1.3.1 During the Pre-Construction Phase, the Construction Manager shall schedule and conduct meetings as needed but not less than once every other week ("Pre-Construction Meetings") with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall promptly distribute minutes of these meetings to the Owner and Architect.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Architect will continually update its design and specifications and present them at the Pre-Construction Meetings. The Construction Manager shall continually update and refine the Project budget and present it at each Pre-Construction Meeting. This approach is meant to deliver the Project efficiently and at the best cost by eliminating the need for Change Orders and Requests for Information during construction and by closely controlling costs. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall and the Architect shall develop in writing the building information modeling and digital data protocols for the Project governing the development, use, transmission and exchange of digital data. Such protocols shall be submitted to the Owner for its approval as soon as possible during the Pre-Construction Phase of the Project. Upon approval, the protocols shall be incorporated into this Agreement by reference.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a critical path Project schedule ("Construction Schedule") for the Architect's review and the Owner's acceptance, which shall include high-level activities for Owner scopes of Work associated with the Project, including but not limited to FF&E. The Construction Manager shall obtain the Architect's approval for the portion of the Construction Schedule relating to the performance of the Architect's services. The Construction Schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Construction Schedule shall include the following: (a) coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities (b) identify items that affect the Project's timely completion; (c) submission of the Guaranteed Maximum Price proposal and the GMP Amendment; (d) components of the Work; (e) bidding; (f) times of commencement and completion required of each Subcontractor; (g) ordering and delivery of products, materials and equipment, including those that must be ordered in advance of construction; (h) the occupancy requirements of the Owner; and (i) any other components that would generally be included in a construction schedule according to industry standards or as may be requested by Owner. The Construction Manager shall revise and edit the Construction Schedule at appropriate intervals as required by the conditions and phasing of the Work and Project, with the consent of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, and continually update as needed, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.6.4 The Construction Manager shall develop, update and maintain a cost control log to document the status and decisions regarding value engineering, scope changes and other cost-related matters during the Schematic Design, Design Development and Construction Documents phases and deliver to Owner not less than monthly.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

§ 3.1.12.1 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction, including items to be ordered by the Owner or subcontractors. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them. Materials and equipment shall be purchased or rented as Tax-Exempt Items (defined in Section 14.5.5 below). The Construction Manager shall expedite the delivery of long-lead-time items and use its best efforts to secure long-lead-time items as part of Construction Manager's Work.

§ 3.1.12.2 Each Subcontractor 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. If it is more efficient and less costly, the Construction Manager's may bid out responsibilities to provide temporary Project facilities and equipment, materials and services for common use of the Subcontractors to one or more Subcontractors and suppliers through a competitive bid process using the lowest responsible bidder.

§ 3.1.13 Compliance with Laws

§ 3.1.13.1 The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.13.2 In addition to any other requirement of law, Construction Manager shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex, gender or handicap in their performance of this Agreement, including, but not limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeships. Notices shall be posted in conspicuous places available for employees and applicants for employment setting forth the provisions of this nondiscrimination clause.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

§ 3.2 Guaranteed Maximum Price Proposal and Guaranteed Maximum Price Amendment

§ 3.2.1 At the conclusion of the bidding phase, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance (the "Guaranteed Maximum Price Proposal"). The Guaranteed Maximum Price in the Guaranteed Maximum Price Proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price Proposal;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The Construction Schedule, including the anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price, which shall not be less than 30 days unless Owner agrees to a shorter time.

(Paragraphs deleted)

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 The Guaranteed Maximum Price Proposal constitutes an offer to contract that may not be withdrawn by the Construction Manager before the date of acceptance has expired. The Owner is not obligated to accept the Guaranteed Maximum Price Proposal or engage Construction Manager to provide any of the Construction Phase Services.

§ 3.2.7 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price Proposal in writing before the date specified in the Guaranteed Maximum Price Proposal, the Guaranteed Maximum Price Proposal shall be deemed effective without further acceptance from the Construction Manager.

§ 3.2.8 Following acceptance of a Guaranteed Maximum Price Proposal, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment to incorporate the necessary terms of the Guaranteed Maximum Price Proposal, as may have been modified by mutual agreement of Owner and Construction Manager ("Guaranteed Maximum Price Amendment" or "GMP Amendment"). The Guaranteed Maximum Price Amendment shall amend this Agreement as necessary, and the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.9 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.10 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.11 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence on the earlier of:

- (1) the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price Proposal;
- (2) the Owner's issuance of a Notice to Proceed; or
- (3) the Owner's first authorization to the Construction Manager to:
 - a. solicit subcontractor or vendor bid proposals for purposes of awarding a subcontract or purchase order, or
 - b. undertake construction Work with the Construction Manager's own labor forces.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings as needed but no less than weekly to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a modified Construction Schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

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

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

§ 3.3.2.6 Administration of Subcontracts, Subcontractor Requirements and Subcontractor Relations

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

§ 3.3.2.6.2 The Construction Manager shall ensure that all Subcontracts comply with the terms of this Agreement and in compliance with all Applicable Laws.

§ 3.3.2.6.3 Each Subcontractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machines, 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. If it is more efficient and less costly, the Construction Manager's may bid out responsibilities to provide temporary Project facilities and equipment, materials and services for common use of the Subcontractors to one or more Subcontractors and suppliers through a competitive bid process using the lowest responsible bidder.

§ 3.3.2.6.4 Construction Manager shall obtain from Subcontractors (in "hard copy" and electronic formats) all necessarily operating manuals, equipment manuals, maintenance instructions and parts list for equipment procured as required by the Contract Documents. Upon review and approval, Construction Manager shall submit the foregoing to the Owner for its records.

§ 3.3.2.6.5 The Construction Manager shall review and process all applications by the Subcontractors for progress payments and final payments and include such applications in Construction Manager's application for payment to the Architect.

§ 3.3.2.6.6 The Construction Manager represents that it will strictly enforce all of the terms of its subcontracts with its Subcontractors and further represents that none of the terms of any subcontracts will be inconsistent with the terms of this Agreement or any of the Contract Documents.

§ 3.3.2.6.7 If the Construction Manager determines, or should determine in its reasonable discretion, that any Work performed by a Subcontractor or Sub-subcontractor is not being performed pursuant to the Contract Documents, it shall inform the Architect and Owner promptly and, with the Architect's agreement, shall reject such Work.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager may rely on the accuracy of information and services furnished by the Owner in the Construction Manager's reasonable discretion, but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, 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 Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

Preconstruction Services to be provided for a lump sum of \$30,000. Bidding Services to be provided for a lump sum of \$25,000. If the project moves forward, the fees listed above are included in the fee identified in Article 6.1.2.

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

N/A

Individual or Position

Rate

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid twenty (20) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

(Insert rate of monthly or annual interest agreed upon.)

12 % per annum

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 For the Construction Manager's performance of the Work and as required pursuant to this Agreement and the Contract Documents, the Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the actual Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

Init.

§ 6.1.2 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

Construction Manager's Fee shall be equal to 1.90% of the Cost of the Work.

§ 6.1.2.1.1 The Construction Manager will be compensated for the General Conditions/Staffing items, as further detailed in Exhibit 4, which include mobilization, project management, project superintendent, vehicles/fuel, office trailers/supplies, telephones, computers/software, and office support activities for a lump sum value of \$29,900 per month, as part of the Cost of the Work.

§ 6.1.2.1.2. Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, wages paid for labor involved in expediting material and equipment for the project from the Construction Manager's yard and maintenance facilities. Labor, as identified throughout Article 7.1, will be billed as set forth in the attached Exhibit 1 – Labor Rate Schedule, which in addition to wages paid and attendant burden includes charges for overhead and/or profit in addition to the fee for any work that is not performed on a lump sum basis.

§ 6.1.2.1.3. Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work.

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

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

Senior Project Manager
Superintendent

Project Accountant
Document Controls Administrator

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

§ 6.1.2.1.6. Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries.

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

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

All additive changes to the Project shall be equal to 1.90% of the Cost of the Work.

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

Subcontractor's overhead and profit shall not exceed 15%.

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed the standard rental rate paid at the place of the Project.

§ 6.1.6

(Paragraphs deleted)

Intentionally Deleted

Init.

§ 6.1.7

(Paragraphs deleted)
Intentionally Deleted

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

All savings from the Guaranteed Maximum Price shall return to the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of the A201–.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of the A201–2017.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this A133-2019 Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this A133-2019 Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this A133-2019 Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7. All trade contracts will be bid and based on a lump sum value. Only allowances, General Requirements, or other activities performed on a time and material basis with Owner's prior written approval will be tracked on a reimbursable basis.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs. All labor costs are paid as General Conditions set forth in § 6.1.2

(Paragraphs deleted)

Init.

§ 7.3 Subcontract Costs

Payments made or owed pursuant to an invoice included in an application for payment for that cycle by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts. The Construction Manager shall only be entitled to its Construction Manager's Fee for these payments and the Construction Manager shall not mark up the costs of subcontracts, supply contracts, or additive Change Orders from Subcontractors.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

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

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

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

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item. Reference Exhibit 2 for equipment rates applicable for any portion of the Work performed on a time and material basis.

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

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums or assessed value indicated in the Cost of the Work Summary for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Insurance will be billed at sixty-five hundredths percent (0.65%) of the Cost of the Work.

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

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is or may be liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

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

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

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

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld. Any legal, accounting, mediation and arbitration costs, or attorneys' fees arising from disputes between the Owner and Construction Manager shall not be reimbursed by Owner or included in the Cost of the Work.

(Paragraph deleted)

§ 7.6.11 All other General /Requirements costs which will be identified upon finalization of the Work and mutually agreed upon with Owner, Architect, and Construction Manager as agreed to in writing by Owner.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 If included in the Subcontractor's invoice, costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable ("Responsible Persons"), provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager or the Responsible Persons, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager using good faith, contentious and diligent actions, from insurance, sureties, or Responsible Person to the extent such entities may be liable for such costs.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.7.5 Notwithstanding any other term of the Contract Documents, the only mark-up on items charged as a Cost of the Work shall be the Construction Manager's Fee.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner in writing of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

(Paragraphs deleted)

- .1 Labor costs and General Conditions set forth in § 6.1.2..2 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .3 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

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

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1

The Construction Manager shall obtain bids to be opened at a designated time and location as identified in the bidding documents from Subcontractors and from suppliers of materials or equipment fabricated to a special design of the Work from the list previously reviewed and, after analyzing such bids, shall deliver such bids to the Owner and Architect. The Construction Manager will be allowed to submit bids for portions of the Work that are customarily performed by the Construction Manager's own personnel. In doing so, the Construction Manager shall adhere to all requirements of both bidding and selection and such bids shall be evaluated by Owner on the same basis as those submitted by other potential Subcontractors. The Construction Manager shall obtain no less than two (2) additional bids from potential Subcontractors for work it wishes to self-perform. The Construction Manager shall use reasonable, good faith efforts to obtain bids or competitive proposals from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work. The Construction Manager shall not include or consider any bids from Subcontractors to whom the Owner has a reasonable objection. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids or proposals, subject to those persons or entities accepting subcontract terms acceptable to the Construction Manager. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager or the Owner has reasonable objection.

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

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

§ 9.3 The Construction Manager shall, in conjunction with the Architect, determine that the Work of each Subcontractor is being performed in accordance with the requirements of the Contract Documents. The Construction Manager shall reject Work that the Construction Manager and Architect determine does not conform to the requirements of the Contract Documents.

§ 9.4 If a Subcontractor requires an interpretation of the meaning and/or intent of the Drawings and Specifications during construction, the Construction Manager shall consult with the Owner and Architect to obtain the interpretation in writing, and transmit the interpretation to the appropriate Subcontractor.

§ 9.5 The Construction Manager shall receive from the Subcontractors and review all shop drawings, product data, samples and other submittals required by the Contract Documents. The Construction Manager shall coordinate them with information contained in related documents and transmit to the Architect those recommended for the Architect's approval. With Architect, the Construction Manager shall establish and implement procedures for expediting the processing and approval of shop drawings, product data, samples and other submittals.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner, and Construction Manager acknowledges that compliance with this provision is necessary because the Owner is a school district and accountable to its constituents and taxpayers. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these accounting records for a period of three years after final payment, or for such longer period as may be required by law. Notwithstanding the foregoing, Construction Manager acknowledges and accepts that Owner is a governmental unit and county governed by specific provisions of the Wisconsin Statutes, including but not limited to Wisconsin Statute Ch. 19 regarding public records. Construction Manager acknowledges and accepts that the Agreement, Contract Documents, other Project documents, or records relating to the Project may be subject to disclosure in whole or in part under applicable public records laws and regulations. Construction Manager acknowledges and accepts that it, and to the extent required by law, its Subcontractors, must comply with any applicable statutes in light of Owner's status as a governmental unit, including but not limited to Construction Manager's preservation of "records," as defined by Wis. Stat. § 19.32(2), as may be amended. Construction Manager shall take any necessary measures to ensure it preserves "records" as defined by Wis. Stat. § 19.32(2). Construction Manager's indemnification obligations set forth in Section _____ extend to its obligation to preserve all records, and Construction Manager shall indemnify and hold Owner harmless for Construction Manager's, Subcontractor's or any Sub-subcontractor's failure to maintain records as required by this Article 10 and in accordance with Applicable Law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

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

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

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 5th day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 20th 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 thirty (30) days after the Architect receives the Application for Payment.

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

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit: (i) such evidence as may be necessary to demonstrate costs incurred or to be incurred by the Construction Manager on account of the Cost of the Work during the current month, including but not limited to receipted invoices or other information, documentation or evidence required by Owner or Architect; and (ii) the Construction Manager's Affidavit and Partial Waiver of Lien certified through the date of the prior month's Application for Payment. The Construction Manager shall provide its own and Subcontractors or vendors unconditional waivers of lien for the payment they received under the previous Application of Payment. If an unconditional waiver of lien is not received by the Application for Payment in the next following month, Owner has the authority to withhold one hundred and fifty percent (150%) of the amount allocated for payment to the Construction Manager or its Subcontractor or vendor under the previous Application for Payment.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

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

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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

- .1 The Cost of the Work set forth in the Guaranteed Maximum Price on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of any approved PCOs Construction Change Directives that the Owner determines, and the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

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

- .1 The aggregate of any amounts previously billed to the Owner, not including any amounts held as retainage;
- .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 Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 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;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's accountants in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

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

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Retainage of five percent (5%) will be applicable.

§ 11.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

Upon reaching 50% completion based on the billing of the Cost of the Work, no additional retainage will be held provided that at all times Construction Manager shall withhold ten percent (10%) retainage on all Subcontractors unless otherwise agreed to with Owner and provided the Work is satisfactorily on schedule as set forth in the Construction Schedule.

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

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

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 Except with the Owner's prior approval, payments to Subcontractors shall be subject to retention of ten percent (10%). Thirty (30) days following completion of a particular Subcontractor's work, the Construction Manager may recommend to the Owner that retained sums be released, approval of which shall not be unreasonably withheld.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's accountants acting in the sole interest of the Owner.

§ 11.1.13 By delivering an Application for Payment, the Construction Manager represents and warrants that title to all equipment and materials will pass to the Owner no later than the time of payment and that the material and equipment are free from all liens, claims, security interests or encumbrances.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager'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;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.
- .4 a certificate of occupancy has been issued or other determination made by the governmental authorities having jurisdiction of the Project that it may be occupied and used for its intended purpose;
- .5 all operating and maintenance manuals and all warranties have been delivered and assigned, where applicable, to the Owner;
- .6 the "as-built" Drawings have been timely provided to the Architect;
- .7 evidence that the insurance required by the Contract will remain in force after final payment and shall not be cancelled without thirty (30) days prior written notice to the Owner;
- .8 completion of any commissioning, move-in and Project close-out as may be required by this Agreement; and
- .9 consent of the surety, if any.

With the final Application for Payment, the Construction Manager shall provide its unconditional waiver of lien for the entire Work and the waivers of liens from the Subcontractors and vendors. If any of those waivers are conditioned on payment, the Construction Manager shall deliver the unconditional waivers of lien within fifteen (15) days of payment or shall refund one hundred and fifty percent (150%) of the amount previous paid for the conditional waiver of lien, which shall be held by the Owner until the unconditional waiver of lien is delivered or the lien rights expire.

Such final payment shall be made by the Owner not more than 30 days after the conditions of this section are satisfied.

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

- .1 take the sum of the Cost of the Work substantiated by the Construction Manager's final accounting and the Construction Manager's Fee, but not more than the Guaranteed Maximum Price.
- .2 subtract amounts, if any, for which the Owner withholds payment as provided in Section 9.5 of

- AIA Document A201-2017 or other provisions of the Contract Documents.
- .3 subtract the aggregate of previous payments made by the Owner.

If the aggregate of previous payments made by the Owner exceeds the amount due the Construction Manager, the Construction Manager shall reimburse the difference to the Owner.

(Paragraphs deleted)

§ 11.2.3 The Owner's accountants will review and report in writing on the Construction Manager's final accounting within thirty (30) days after receipt of the Construction Manager's final application for payment. A Copy of the Owner's accountant's report shall be provided to the Construction Manager.

(Paragraph deleted)

§ 11.2.4 If the Owner's accountants' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of A201-2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Owner's accountants' report.

§ 11.2.5 The Owner's final payment to the Construction Manager for all remaining costs not in dispute shall be made no later than 30 days after completion of the Owner's accountant's report, or as follows:

§ 11.2.6 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 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.)

12 % per annum

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201-2017.

(Paragraphs deleted)

§ 12.2 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.)

(Paragraph deleted)

☒ [X] Litigation in a court of competent jurisdiction

Init.

If the Owner and Construction Manager 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 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven (7) days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201-2017.

§ 13.1.4 In the event of termination of the Agreement pursuant to Section 13.1.3 of this A133-2019 Agreement or as set forth in Article 14 of the A201-2017, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4 of this A133-2019 Agreement or as set forth in Article 14 of the A201-2017:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

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

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as set forth in Section 14.4.3 of the A201–2017

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this A133–2019 Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Unless otherwise identified in this A133–2019 Agreement, the terms in this A133–2019 Agreement shall have the same meaning as those in A201–2017. 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.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, 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 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, 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.

§ 14.2.2 The Owner may, without consent of the Construction Manager, 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 Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than two million dollars (\$ 2,000,000) for each occurrence and two million dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than two million dollars (\$ 2,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager 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 that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, 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.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than one million dollars (\$ 1,000,000) each accident, one million dollars (\$ 1,000,000) each employee, and one million dollars (\$ 1,000,000) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than one million dollars (\$ 1,000,000) per claim and two million dollars (\$ 2,000,000) in the aggregate.

§ 14.3.1.6 Other Insurance

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

Coverage
\$5,000,000

Limits
Umbrella Policy

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations. Insurance policies shall cover any consequential damages (if permitted in the Agreement) and contractual indemnifications.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, Amendment or upon the commencement of the Construction Phase, whichever occurs sooner, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™-2019 Exhibit B, and elsewhere in the Contract Documents. The bonds will be billed at one percent (1.0%) of the Cost of the Work.

§ 14.4 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.)

§ 14.5 Other provisions:

§ 14.5.1 The Construction Manager shall comply with Applicable Laws, applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities for inclusion in the Contract Documents. In addition to any other requirement of law, Construction Manager shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex or handicap in their performance of this Agreement, including, but not limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeships. Notices shall be posted in conspicuous places available for employees and applicants for employment setting forth the provisions of this nondiscrimination clause.

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager. In the event of a conflict between the terms and conditions of the AIA Document A201™–2017, General Conditions of the Contract for Construction ("A201-2017") and this AIA Document A133-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price ("A133-2019"), the terms and conditions of this A133-2019 shall control.

§ 15.2 The following documents comprise the Agreement, as each has been modified and agreed to by the parties:

- .1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™–2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .5 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.)

- .6 Other Exhibits:
 - Exhibit 1 Labor Rate Schedule
 - Exhibit 2 Equipment Rates
 - Exhibit 3 Preliminary Plans
 - Exhibit 4 Details of General Conditions and General Requirements

(Check all boxes that apply.)

- [] AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:

(Insert the date of the E234-2019 incorporated into this Agreement.)

[] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.7 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 Construction Manager'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 is entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)



CONSTRUCTION MANAGER (Signature)

Tim Kippenhan Vice President
(Printed name and title)

AIA® Document A133® – 2019 Exhibit B

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the 26th day of July in the year 2024
(In words, indicate day, month and year.)

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

Green Lake County Highway Facility
Green Lake, WI

THE OWNER:
(Name, legal status, and address)

Green Lake County Highway Department
570 South Street
Green Lake, WI 54941

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Miron Construction Co., Inc.
1471 McMahon Drive
Neenah, WI 54956

TABLE OF ARTICLES

- B.1 GENERAL**
- B.2 OWNER'S INSURANCE**
- B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS**
- B.4 SPECIAL TERMS AND CONDITIONS**

ARTICLE B.1 GENERAL

The Owner and Construction Manager 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 B.2 OWNER'S INSURANCE

§ B.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 B.2 and, upon the Construction Manager's request, provide a copy of the property insurance policy or policies required by Section B.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

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.

§ B.2.2 Liability Insurance

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

§ B.2.3 Required Property Insurance

§ B.2.3.1 Unless this obligation is placed on the Construction Manager pursuant to Section B.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 B.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, Construction Manager, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ B.2.3.1.1 **Causes of Loss.** The insurance required by this Section B.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.)

Cause of Loss

Sub-Limit

§ B.2.3.1.2 **Specific Required Coverages.** The insurance required by this Section B.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 Construction Manager'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

§ B.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section B.2.3.1 or, if necessary, replace the insurance policy required under Section B.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.

§ B.2.3.1.4 **Deductibles and Self-Insured Retentions.** If the insurance required by this Section B.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.

§ B.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 B.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Construction Manager 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.

§ B.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 B.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

Init.

§ B.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.)

- ☐ **§ B.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.
- ☐ **§ B.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.
- ☐ **§ B.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.
- ☐ **§ B.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.
- ☐ **§ B.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.
- ☐ **§ B.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.
- ☐ **§ B.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.

§ B.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.)

[] **§ B.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, 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.)

[] **§ B.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

ARTICLE B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS

§ B.3.1 General

§ B.3.1.1 Certificates of Insurance. The Construction Manager shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.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 B.3.2.1 and Section B.3.3.1. The certificates will show the Owner as an additional insured on the Construction Manager's Commercial General Liability and excess or umbrella liability policy or policies.

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

§ B.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager 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 Construction Manager's negligent acts or omissions during the Construction Manager's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Construction Manager'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 04 13, CG 20 37 04 13, and, with respect to the Architect and the Architect's consultants, CG 20 32 04 13.

§ B.3.2 Construction Manager's Required Insurance Coverage

§ B.3.2.1 The Construction Manager 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 Construction Manager 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 Construction Manager is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ B.3.2.2 Commercial General Liability

§ B.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 dollars (\$1,000,000) each occurrence, two million (\$2,000,000) general aggregate, and two million (\$2,000,000) aggregate for products-completed operations hazard, 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; and
- .4 bodily injury or property damage arising out of completed operations.

§ B.3.2.2.2 The Construction Manager's Commercial General Liability policy under this Section B.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 Construction Manager'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 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.

§ B.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than one million dollars (\$1,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ B.3.2.4 The Construction Manager 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 B.3.2.2 and B.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy.

§ B.3.2.5 Workers' Compensation at statutory limits.

§ B.3.2.6 Employers' Liability with policy limits not less than five hundred thousand dollars (\$500,000) each accident, five hundred thousand dollars (\$500,000) each employee, and five hundred thousand dollars (\$500,000) policy limit.

§ B.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

§ B.3.2.8 If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) in the aggregate.

§ B.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) in the aggregate.

§ B.3.2.10 Coverage under Sections B.3.2.8 and B.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) in the aggregate.

§ B.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 one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate.

§ B.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 ten million dollars (\$10,000,000) per claim and ten million dollars (\$10,000,000) in the aggregate.

§ B.3.3 Construction Manager's Other Insurance Coverage

§ B.3.3.1 Insurance selected and described in this Section B.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 Construction Manager 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 Construction Manager 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.)

§ B.3.3.2 The Construction Manager shall purchase and maintain the following types and limits of insurance in accordance with Section B.3.3.1.

(Select the types of insurance the Construction Manager 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.)

- ☐ § B.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section B.2.3, which, if selected in this Section B.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section B.2.3.1.3 and Section B.2.3.3. The Construction Manager shall comply with all obligations of the Owner under Section B.2.3 except to the extent provided below. The Construction Manager shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Construction Manager 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 Construction Manager's obligation to provide property insurance differs from the Owner's obligations as described under Section B.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.)

- ☐ § B.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.

- ☐ § B.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.

- ☐ § B.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.

[] § B.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Construction Manager and used on the Project, including scaffolding and other equipment.

[] § B.3.3.2.6 Other Insurance
(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage

Limits

§ B.3.4 Performance Bond and Payment Bond

The Construction Manager 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

Equal to Contract Value

Performance Bond

Equal to Contract Value

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 B.4 SPECIAL TERMS AND CONDITIONS

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

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Green Lake County Highway Facility
Green Lake, WI

THE OWNER:

(Name, legal status and address)

Green Lake County Highway Department
570 South Street
Green Lake, WI 54941

THE ARCHITECT:

(Name, legal status and address)

Excel Engineering
100 Camelot Drive
Fond du Lac, WI 54935

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13	MISCELLANEOUS PROVISIONS

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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

Init.

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15 CLAIMS AND DISPUTES

Init.

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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. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

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

§ 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 show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 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.

§ 1.3 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.

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

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

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

§ 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.

§ 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.

§ 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 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.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 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

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.

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.

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

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

§ 3.2.3 The 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.

§ 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.

§ 3.3 Supervision and Construction Procedures

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

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

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

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 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.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work 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.

§ 3.5.2 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.

§ 3.6 Taxes

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.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 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. For the avoidance of doubt, the presence of per- and polyfluoroalkyl Substances (PFAS) shall be considered a concealed and unknown physical condition regardless of any provision in the Contract Documents to the contrary and irrespective of any determination by the Architect/Initial Decision Maker, unless clearly and conspicuously identified as a site condition by name (PFAS or per- and polyfluoroalkyl Substances) and expressly included in the scope of Work. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the

operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 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 during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 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

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

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples 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.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities

for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

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

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings,

Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, 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, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, 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 will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

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

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and

suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

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

§ 4.2.6 The Architect has authority to 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.

§ 4.2.8 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, will not show partiality to either, 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.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 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.

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

§ 5.3 Subcontractual Relations

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.

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

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

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

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for 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.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 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.

§ 7.3 Construction Change Directives

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

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

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

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .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.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

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

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

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 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 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 ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

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

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

§ 9.3.2 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; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, 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 suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

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

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

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

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

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within 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.

§ 9.8 Substantial Completion

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

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection 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.

§ 9.9 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 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor 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.

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

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

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

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

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

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

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

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will

promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence 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 shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

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

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act

or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

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

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

§ 11.3 Waivers of Subrogation

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

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

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

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

§11.5 Adjustment and Settlement of Insured Loss

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

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

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

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

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the 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.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and

approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

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

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

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

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

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

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .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
- .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 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 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.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

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

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; 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.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 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 for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

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

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the 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.

§ 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.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 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.

§ 15.3.2 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.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

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

EXHIBIT 1



Confidential

**Green Lake County
Green Lake, WI
Labor Rates
Effective June 1, 2024 through May 31, 2025**

POSITION	S.T.	O.T.	D.T.
Carpenter Foreman	\$ 95.32	\$ 127.19	\$ 159.05
Carpenter	\$ 89.92	\$ 119.22	\$ 148.52
Carpenter Apprentice	\$ 84.46	\$ 111.17	\$ 137.87
Mason Supt	\$ 119.99	\$ 158.78	\$ 197.55
Mason Foreman	\$ 96.86	\$ 129.22	\$ 161.57
Mason	\$ 91.37	\$ 121.16	\$ 150.94
Cement Finisher Foreman	\$ 96.86	\$ 129.22	\$ 161.57
Cement Finisher	\$ 91.37	\$ 121.16	\$ 150.94
Laborer Foreman	\$ 79.01	\$ 107.60	\$ 136.18
Laborer	\$ 73.66	\$ 99.69	\$ 125.70
Operating Engineer	\$ 99.90	\$ 134.83	\$ 169.76
Truck Driver	\$ 74.14	\$ 100.07	\$ 125.99
Iron Worker Supt Level 2	\$ 127.53	\$ 168.84	\$ 210.14
Iron Worker Supt Level 1	\$ 119.51	\$ 156.96	\$ 194.40
Iron Worker FM (Steel Erection)	\$ 102.12	\$ 135.72	\$ 169.32
Iron Worker (Steel Erection)	\$ 96.79	\$ 127.83	\$ 158.86
Iron Worker Appr (Steel Erection)	\$ 91.07	\$ 119.35	\$ 147.63

The attached rates are negotiated rates not subject to audit adjustment.

The attached rates for project management and supervision includes the cost of leased vehicles, fuel and maintenance.

Upon expiration of the effective date identified above, the rates are subject to modification for changes in the respective union contracts and related impacts.

EXHIBIT 2

EQUIPMENT RENTAL RATES



Vehicles

Auto
Passenger Van
Pickup Truck
Stake Truck
Semi Tractor w/ Trailer
All-Terrain Vehicle

2-Seat 4wd
4-Seat 4wd

Hoisting Equipment

Mobile Cranes (mobilization/demobilization not included and will be priced per project)

70 Ton (4-Hour Minimum)
100 Ton (6-Hour Minimum)
165 Ton (8-Hour Minimum)
200 Ton (8-Hour Minimum)
300 Ton (8-Hour Minimum)
350 Ton (8-Hour Minimum)

20 Ton Tower Crane (does not include mobilization/demobilization, labor or electrical costs)

25 Ton Tower Crane (does not include mobilization/demobilization, labor or electrical costs)

*Hourly and daily rates include operator and electrical costs, applying only to short-term rentals when crane is on site

Crawler Cranes (does not include mobilization/demobilization, labor or fuel)

100 Ton
165 Ton
200 Ton
220 Ton
250 Ton (Telecrawler)
275 Ton
380 Ton

*Hourly rates include operator and fuel, applying only to short-term rentals when crane is on site

Rough Terrain Cranes (does not include mobilization/demobilization, labor or fuel)

50 Ton
60 Ton
75 Ton
80 Ton
100 Ton
165 Ton

*Hourly rates include operator and fuel, applying only to short-term rentals when crane is on site

Deck Cranes (does not include mobilization/demobilization, labor or fuel)

6 Ton
8.5 Ton
10 Ton
15 Ton
20 Ton

*Hourly rates include operator and fuel, applying only to short-term rentals when crane is on site

Material Handling

Telehandler Forklift

2,700 to 5,500 lbs
6,000 lbs
8,000 lbs
10,000 lbs
12,000 lbs

Rotating Telehandler Forklift

13,200 lbs

Tow Motors

3,500 - 4,000 lbs
5,000 - 6,500 lbs
8,000 - 9,000 lbs
10,000 - 12,000 lbs
15,000 lbs

Forklift Jib Boom

Versa Lift

17,000 - 25,000 lbs
40,000 - 60,000 lbs
Boom Attachment

Material Duct Lift

20' - 24'

Pallet Jack - Electric

Pallet Stacker - Electric

Personnel Lifts

Scissor Lift - Narrow

12' - 15'
19' - 20'
26' - 32'

Scissor Lift - Wide

26' - 39'

Scissor Lift - 4x4 Rough Terrain

26' - 32'
33' - 43'

Boom Lifts

30' - 45' Electric
45' Telescopic
65' Telescopic
85' Telescopic
125' Telescopic
135' Telescopic
60' Atrium Lift

Tracked Boom Lifts

65'-70' Telescopic

	Hourly	Daily	Weekly
	\$ 10.50	\$ 52.50	\$ 157.50
	\$ 27.00	\$ 135.00	\$ 405.00
	\$ 27.00	\$ 135.00	\$ 405.00
	\$ 40.00	\$ 200.00	\$ 600.00
	\$ 65.00	\$ 325.00	\$ 975.00
	\$ 11.75	\$ 58.75	\$ 176.25
	\$ 20.00	\$ 100.00	\$ 300.00
	\$ 265.00	Price on request	
	\$ 330.00	Price on request	
	\$ 380.00	Price on request	
	\$ 455.00	Price on request	
	\$ 515.00	Price on request	
	\$ 550.00	Price on request	
	\$ 350.00	Price on request	
	\$ 385.00	Price on request	
	\$ 315.00	\$ 1,445.00	\$ 4,335.00
	\$ 420.00	\$ 1,900.00	\$ 5,700.00
	\$ 475.00	\$ 2,205.00	\$ 6,615.00
	\$ 505.00	\$ 2,415.00	\$ 7,245.00
	\$ 550.00	\$ 2,490.00	\$ 7,470.00
	\$ 570.00	\$ 2,520.00	\$ 7,560.00
	\$ 800.00	\$ 5,460.00	\$ 16,380.00
	\$ 180.00	\$ 735.00	\$ 2,205.00
	\$ 200.00	\$ 920.00	\$ 2,760.00
	\$ 270.00	\$ 1,050.00	\$ 3,150.00
	\$ 280.00	\$ 1,415.00	\$ 4,245.00
	\$ 315.00	\$ 1,535.00	\$ 4,605.00
	\$ 440.00	\$ 2,835.00	\$ 8,505.00
	\$ 150.00	\$ 275.00	\$ 825.00
	\$ 170.00	\$ 315.00	\$ 945.00
	\$ 175.00	\$ 345.00	\$ 1,035.00
	\$ 180.00	\$ 500.00	\$ 1,500.00
	\$ 190.00	\$ 710.00	\$ 2,130.00
	\$ 35.00	\$ 175.00	\$ 525.00
	\$ 40.00	\$ 200.00	\$ 600.00
	\$ 54.00	\$ 270.00	\$ 810.00
	\$ 68.00	\$ 340.00	\$ 1,020.00
	\$ 80.00	\$ 400.00	\$ 1,200.00
	\$ 205.00	\$ 1,025.00	\$ 3,075.00
	\$ 28.00	\$ 140.00	\$ 420.00
	\$ 30.00	\$ 150.00	\$ 450.00
	\$ 41.00	\$ 205.00	\$ 615.00
	\$ 43.00	\$ 215.00	\$ 645.00
	\$ 70.00	\$ 350.00	\$ 1,050.00
	\$ 3.20	\$ 16.00	\$ 48.00
	\$ 193.00	\$ 965.00	\$ 2,895.00
	\$ 233.00	\$ 1,165.00	\$ 3,495.00
	\$ 32.00	\$ 160.00	\$ 480.00
	\$ 10.00	\$ 50.00	\$ 150.00
	\$ 14.25	\$ 71.25	\$ 213.75
	\$ 24.00	\$ 120.00	\$ 360.00
	\$ 9.50	\$ 47.50	\$ 142.50
	\$ 15.80	\$ 79.00	\$ 237.00
	\$ 25.25	\$ 126.25	\$ 378.75
	\$ 25.25	\$ 126.25	\$ 378.75
	\$ 25.25	\$ 126.25	\$ 378.75
	\$ 46.40	\$ 232.00	\$ 696.00
	\$ 34.50	\$ 172.50	\$ 517.50
	\$ 46.50	\$ 232.50	\$ 697.50
	\$ 66.50	\$ 332.50	\$ 997.50
	\$ 110.00	\$ 550.00	\$ 1,650.00
	\$ 195.00	\$ 975.00	\$ 2,925.00
	\$ 200.00	\$ 1,000.00	\$ 3,000.00
	\$ 160.00	\$ 800.00	\$ 2,400.00
	\$ 80.00	\$ 400.00	\$ 1,200.00

EQUIPMENT RENTAL RATES

Excavating Equipment

Backhoe/Loader	
Mini Excavator 4000 - 7000 lbs	
Skid Steer	
	1200 - 2200 lbs
	2300 - 2900 lbs
	Power Broom
	Buster Power
	Power Auger
	Forks
	Snow Bucket
Bulldozer	
Compactor	
Compactor Reversing	
Ground Heaters (Includes hose reels & manifolds as required)	
	LP/NG Ground Heater - 2,500 SF
	LP/NG Ground Heater - 5,000 SF
	Diesel Ground Heater - 5,000 SF
	Diesel Ground Heater - 10,000 SF
	LP Ground Heater - 10,000 SF

Demolition Equipment

Floor Stripper (Riding)	
Floor Stripper (Walk-Behind Self-Propelled)	
Carpet Puller	
Brokk	
	Model 180
	Model 240
Concrete Wall Cutting System	
Floor Saws (Electric)	
	16" - 18"
	30"
Floor Saws (Gas)	
	24" - 30"
Floor Saws (Diesel)	
	30"
Hydraulic Ring Saw	
Hydraulic Power Unit	
Diamond Chain Saw Hydraulic	
Diamond Chain Gas	
Cut & Break Saw	
Hammer - Air Chipping	
Hammer - Demo (Electric)	
Hammer - Air	
	15 - 30 lb
	60 - 90 lb
Hammer - Electric Breaker	
Trash Chute	

Concrete

Concrete Pumps	
	85' - 105' Boom Pump
	128' - 148' Boom Pump
	Spider Placing Boom
	Concrete Placer/Dragger
	Concrete Trailer Pump (<100 yards per hour)
	Concrete Trailer Pump (>100 yards per hour)
Walk-Behind Trowel	
	24" - 30" Edger
	36" Walk-Behind
	48" Walk-Behind
	36" Electric
Rider Trowel	
	30" Edger Double
	8' Double
	10' Double
Concrete Buckets	
	1/2 to 2 Yds
	3 yd+
Laser Screed	
	SOMERO S-15R - Ride-On
	SOMERO S-485 - Walk-Behind
	SOMERO - 3D Profiler System (in addition to screed charges)
Power Buggy	
	Small Gas/LP (16 cf)
	Large Gas/LP (21 cf)
	Electric Wheel Barrow
Screeds	
	Roller Screed System (up to 24')
	Vibra Strike 8' - 14'
	Vibra Strike 16' - 18'
Forming	
	Aluma Form Systems (\$/sq ft)
	EFCO Form Systems (\$/sq ft)
	MEVA Form Systems (\$/sq ft)
	PERI Form Systems (\$/sq ft)
	PERI Shoring Systems (\$/sq ft)
	Symons Form Systems (\$/sq ft)
Soft-Cut Floor Saws	
	6" - 7" Gas or Electric
	10" Gas Powered
	12" - 14" Gas Powered
Rebar Tier	

Hourly	Daily	Weekly
\$ 95.00	\$ 475.00	\$ 1,425.00
\$ 47.00	\$ 235.00	\$ 705.00
\$ 34.00	\$ 170.00	\$ 510.00
\$ 52.00	\$ 260.00	\$ 780.00
\$ 19.00	\$ 95.00	\$ 285.00
\$ 37.00	\$ 185.00	\$ 555.00
\$ 16.00	\$ 80.00	\$ 240.00
\$ 4.80	\$ 24.00	\$ 72.00
\$ 8.50	\$ 42.50	\$ 127.50
\$ 64.00	\$ 320.00	\$ 960.00
\$ 14.00	\$ 70.00	\$ 210.00
\$ 27.00	\$ 135.00	\$ 405.00
\$ 93.25	\$ 466.25	\$ 1,398.75
\$ 133.25	\$ 666.25	\$ 1,998.75
\$ 186.50	\$ 932.50	\$ 2,797.50
\$ 266.50	\$ 1,332.50	\$ 3,997.50
\$ 213.25	\$ 1,066.25	\$ 3,198.75
\$ 107.00	\$ 535.00	\$ 1,605.00
\$ 32.00	\$ 160.00	\$ 480.00
\$ 16.25	\$ 81.25	\$ 243.75
\$ 160.00	\$ 800.00	\$ 2,400.00
\$ 226.00	\$ 1,130.00	\$ 3,390.00
Price on request		
\$ 19.60	\$ 98.00	\$ 294.00
\$ 34.00	\$ 170.00	\$ 510.00
\$ 36.50	\$ 182.50	\$ 547.50
\$ 40.00	\$ 200.00	\$ 600.00
\$ 57.75	\$ 288.75	\$ 866.25
\$ 20.00	\$ 100.00	\$ 300.00
\$ 63.00	\$ 315.00	\$ 945.00
\$ 63.00	\$ 315.00	\$ 945.00
\$ 25.70	\$ 128.50	\$ 385.50
\$ 5.00	\$ 25.00	\$ 75.00
\$ 9.00	\$ 45.00	\$ 135.00
\$ 5.25	\$ 26.25	\$ 78.75
\$ 8.00	\$ 40.00	\$ 120.00
\$ 16.00	\$ 80.00	\$ 240.00
N/A	\$ 125.00	\$ 375.00
N/A	\$ 1,385.00	\$ 4,155.00
N/A	\$ 1,815.00	\$ 5,445.00
N/A	\$ 1,210.00	\$ 3,630.00
N/A	\$ 495.00	\$ 1,485.00
N/A	\$ 365.00	\$ 1,095.00
N/A	\$ 1,140.00	\$ 3,420.00
\$ 11.50	\$ 57.50	\$ 172.50
\$ 12.50	\$ 62.50	\$ 187.50
\$ 13.00	\$ 65.00	\$ 195.00
\$ 12.50	\$ 62.50	\$ 187.50
\$ 35.60	\$ 178.00	\$ 534.00
\$ 60.00	\$ 300.00	\$ 900.00
\$ 105.00	\$ 525.00	\$ 1,575.00
\$ 15.00	\$ 75.00	\$ 225.00
\$ 18.00	\$ 90.00	\$ 270.00
\$ 278.00	\$ 1,390.00	\$ 4,170.00
\$ 132.00	\$ 660.00	\$ 1,980.00
\$ 69.00	\$ 345.00	\$ 1,035.00
\$ 15.50	\$ 77.50	\$ 232.50
\$ 24.00	\$ 120.00	\$ 360.00
\$ 12.00	\$ 60.00	\$ 180.00
\$ 24.00	\$ 120.00	\$ 360.00
\$ 21.00	\$ 105.00	\$ 315.00
\$ 41.00	\$ 205.00	\$ 615.00
N/A	N/A	\$ 0.70
N/A	N/A	\$ 0.90
N/A	N/A	\$ 0.90
N/A	N/A	\$ 0.95
Price on request		
N/A	N/A	\$ 0.45
\$ 21.00	\$ 105.00	\$ 315.00
\$ 47.00	\$ 235.00	\$ 705.00
\$ 60.00	\$ 300.00	\$ 900.00
\$ 19.00	\$ 95.00	\$ 285.00

EQUIPMENT RENTAL RATES

Trailers

Project Office Trailers

10' x 36'

12' x 56'

24' x 56'

36' x 56'

8' x 40' Modular Office

Guard Shack

Utility

Enclosed Trailers

12'

16' - 20'

Restroom Trailer

Storage Containers

10' - 20'

40'

Masonry

Mortar Mixer - Gas/Electric

6 cu ft

12 cu ft

Grout Hog

Grout Pump

Masonry Saw

14" Dustless

14" Electric

20" Gas

20" Electric

Brick & Mortar

Saw Dust Collector

Stone Cutter

Material Unit Lift Enhancer (MULE)

Hydro Mobile Scaffold

Hydro Mobile Transport Platform

Hydro Mobile 24' Motor Unit

Hydro Mobile 14' Motor Unit

Hydro Mobile 10' Insert

Hydro Mobile 5' Insert

Hydro Mobile 2' Insert

Hydro Mobile 18' Bridge

Hydro Mobile 6' Bridge

Welding

Welder - Diesel Trailer Mounted

Welder - Gas

Welder - LP

Welder - Electric

Welder - Stud - Diesel

Welder - Stud - Electric (230KW Generator Required)

Welder - Wire Feed

Fume Cleaner

Plasma Cutter 110v cut up to 5/8"

Plasma Cutter 480v cut up to 1 3/4"

Transit/Laser/Layout

Robotic Total Station

X7 3-D Laser Scanner System

FARO Laser System (includes vehicle)

Geo Laser (horizontal & vertical precision laser)

Slope Laser

Level Lasers

Transit - Optical

Optical Boxes

Optical Stands

4' Stand

8'-10' Stand

Transit - Theodolites

CI Hub

Rebar Locator

Alignment

Belt Hog

Sheave Master

Rotalign Touch

Cardan Shaft Bracket

Optalign Touch/Smart

Air Quality

Power Air Purifying Respirator (PAPR)

Concrete Dust Vacuum

135 cfm

285 cfm

Heaters

Natural Gas/LP

200k - 400k

420k - 1.0m

1.0m - 1.5m

Dehumidifier

HEPA System

500 - 750 cfm

1400 - 2100 cfm

HEPA Cart (soft containment cart)

HEPA Cart (hard containment cart)

Environmental Partitions

Room Pressure Monitor

Multi Gas Air Monitor

Fans

Cage Fan

Drum Fan

Hourly

Daily

Weekly

N/A	\$	60.00	\$	180.00
N/A	\$	80.00	\$	240.00
N/A	\$	140.00	\$	420.00
N/A	\$	210.00	\$	630.00
N/A	\$	60.00	\$	180.00
N/A	\$	50.00	\$	150.00
N/A	\$	50.00	\$	150.00
N/A	\$	22.00	\$	66.00
N/A	\$	50.00	\$	150.00
N/A	\$	175.00	\$	525.00
\$ 6.50	\$	32.50	\$	97.50
\$ 10.00	\$	50.00	\$	150.00
\$ 11.00	\$	55.00	\$	165.00
\$ 14.00	\$	70.00	\$	210.00
\$ 20.00	\$	100.00	\$	300.00
\$ 30.00	\$	150.00	\$	450.00
\$ 10.20	\$	51.00	\$	153.00
\$ 10.20	\$	51.00	\$	153.00
\$ 18.40	\$	92.00	\$	276.00
\$ 12.20	\$	61.00	\$	183.00
\$ 10.20	\$	51.00	\$	153.00
\$ 35.00	\$	175.00	\$	525.00
\$ 5.00	\$	25.00	\$	75.00
\$ 90.00	\$	450.00	\$	1,350.00
\$ 42.20	\$	211.00	\$	633.00
\$ 62.50	\$	312.50	\$	937.50
\$ 54.00	\$	270.00	\$	810.00
\$ 8.00	\$	40.00	\$	120.00
\$ 5.00	\$	25.00	\$	75.00
\$ 5.00	\$	25.00	\$	75.00
\$ 15.00	\$	75.00	\$	225.00
\$ 5.00	\$	25.00	\$	75.00
\$ 42.00	\$	210.00	\$	630.00
\$ 11.00	\$	55.00	\$	165.00
\$ 11.00	\$	55.00	\$	165.00
\$ 7.00	\$	35.00	\$	105.00
\$ 110.00	\$	550.00	\$	1,650.00
\$ 58.00	\$	290.00	\$	870.00
\$ 7.00	\$	35.00	\$	105.00
\$ 9.00	\$	45.00	\$	135.00
\$ 10.00	\$	50.00	\$	150.00
\$ 21.00	\$	105.00	\$	315.00
\$ 26.00	\$	130.00	\$	390.00
N/A	\$	600.00	\$	1,800.00
N/A	\$	1,100.00	\$	5,500.00
\$ 16.00	\$	80.00	\$	240.00
\$ 14.00	\$	70.00	\$	210.00
\$ 10.50	\$	52.50	\$	157.50
\$ 5.25	\$	26.25	\$	78.75
\$ 50.00	\$	250.00	\$	750.00
\$ 4.00	\$	20.00	\$	60.00
\$ 8.00	\$	40.00	\$	120.00
\$ 13.50	\$	67.50	\$	202.50
\$ 3.50	\$	17.50	\$	52.50
\$ 65.00	\$	325.00	\$	975.00
\$ 33.90	\$	169.50	\$	508.50
\$ 15.00	\$	75.00	\$	225.00
\$ 65.00	\$	325.00	\$	975.00
\$ 19.00	\$	95.00	\$	285.00
\$ 45.00	\$	225.00	\$	675.00
\$ 21.00	\$	105.00	\$	315.00
\$ 5.25	\$	26.25	\$	78.75
\$ 16.00	\$	80.00	\$	240.00
\$ 15.00	\$	75.00	\$	225.00
\$ 20.00	\$	100.00	\$	300.00
\$ 22.00	\$	110.00	\$	330.00
\$ 15.00	\$	75.00	\$	225.00
\$ 13.00	\$	65.00	\$	195.00
\$ 16.25	\$	81.25	\$	243.75
\$ 8.75	\$	43.75	\$	131.25
\$ 32.00	\$	160.00	\$	480.00
\$ 10.00	\$	50.00	\$	150.00
\$ 20.00	\$	100.00	\$	300.00
\$ 7.25	\$	36.25	\$	108.75
\$ 3.60	\$	18.00	\$	54.00

EQUIPMENT RENTAL RATES

Generators

Large Power - Diesel

8kw
15kw
40-50kw
70-80kw
175kw
230kw

Gas

2000w
3000w
4000 - 6000w

Cleaning & Trash Removal

Pressure Washer

Gas 2500 - 4000 psi
Gas (Hot water) 3500 psi
Electric 110v

Floor Sweeper

Floor Scrubber

Walk-Behind
Riding
Walk-Behind Self-Propelled

Street Sweeper

Power Broom Walk-Behind

Waste Receptacles

Dump Cart 1/3 yd - 1-1/2 yd
Dump Cart 2 yd - 4 yd
Self Dumping Hopper (Crane) 2.6 yd

Specialty Industrial Equipment

Hytorc Pump

Hytorc Wrench

Hytorc Wrench XLCT2
Hytorc Wrench 3/4" 1MXT
Hytorc Wrench 1" 3MXT
Hytorc Wrench 1-1/2" 5MXT
Hytorc Wrench Stealth 2
Hytorc Wrench Stealth 4
Hytorc Wrench Stealth 8
Hytorc Wrench Stealth 14
Hytorc Ratchet Link XLCT2
Hytorc Ratchet Link Stealth 2
Hytorc Ratchet Link Stealth 4
Hytorc Ratchet Link Stealth 8
Hytorc Ratchet Link Stealth 14

Hydraulic Punch

Air Skate Machine Dolly System

25,000 lb system
75,000 lb system

Hydraulic Slide System

Hydraulic Power Unit
Low Profile Skidding System
Climbing Jack
Ekki Wood
8' Turntable

Trakspporter System

Heavy Haul Machine Dolly

12K
20K
50K

Hillman Machine Dolly

15T
25T
65T

Hard Deck Machine Dolly

10 Wheel Machine Carts

Roll-A-Lift (set)

Machine Dolly - Nylon Wheels

36,000 lb Steerable
50 Ton

Epoxy Grout Mixer

Electric
Hydraulic w/ Power Pack

Bearing Heater

Chain Hoist

Air - 1 ton
Air - 2 ton
Electric - 1/2 - 1 ton
Electric - 2 ton
Electric - 3 ton

Electric Port-A-Pac Pump

Cordless Port-A-Pac Pump

Gantry

Aluminum 2 - 3T
Steel Small to Large

Gear Pullers

30 ton - set
50 ton - set
8 - 17 ton
30 - 50 ton
100 ton

Air Tugger

400 Ton Hydraulic Jacking System

Vessel Entry Tripod w/ Winch

Davit Arm

Equipment Box

Equipment Box (compact)

Rigging Box

Hydraulic Puller Box

Hourly	Daily	Weekly
\$ 15.00	\$ 75.00	\$ 225.00
\$ 25.00	\$ 125.00	\$ 375.00
\$ 47.25	\$ 236.25	\$ 708.75
\$ 53.40	\$ 267.00	\$ 801.00
\$ 92.00	\$ 460.00	\$ 1,380.00
\$ 115.00	\$ 575.00	\$ 1,725.00
\$ 7.50	\$ 37.50	\$ 112.50
\$ 10.50	\$ 52.50	\$ 157.50
\$ 12.50	\$ 62.50	\$ 187.50
\$ 14.00	\$ 70.00	\$ 210.00
\$ 23.50	\$ 117.50	\$ 352.50
\$ 5.25	\$ 26.25	\$ 78.75
\$ 12.50	\$ 62.50	\$ 187.50
\$ 24.75	\$ 123.75	\$ 371.25
\$ 44.00	\$ 220.00	\$ 660.00
\$ 32.00	\$ 160.00	\$ 480.00
\$ 42.00	\$ 210.00	\$ 630.00
\$ 7.00	\$ 35.00	\$ 105.00
\$ 2.00	\$ 10.00	\$ 30.00
\$ 3.00	\$ 15.00	\$ 45.00
\$ 17.00	\$ 85.00	\$ 255.00
\$ 40.00	\$ 200.00	\$ 600.00
\$ 13.30	\$ 66.50	\$ 199.50
\$ 25.00	\$ 125.00	\$ 375.00
\$ 30.00	\$ 150.00	\$ 450.00
\$ 40.00	\$ 200.00	\$ 600.00
\$ 17.80	\$ 89.00	\$ 267.00
\$ 21.55	\$ 107.75	\$ 323.25
\$ 25.40	\$ 127.00	\$ 381.00
\$ 29.30	\$ 146.50	\$ 439.50
\$ 12.50	\$ 62.50	\$ 187.50
\$ 15.90	\$ 79.50	\$ 238.50
\$ 21.00	\$ 105.00	\$ 315.00
\$ 25.40	\$ 127.00	\$ 381.00
\$ 27.60	\$ 138.00	\$ 414.00
\$ 11.00	\$ 55.00	\$ 165.00
\$ 28.15	\$ 140.75	\$ 422.25
\$ 63.00	\$ 315.00	\$ 945.00
\$	\$ 3,300.00	\$ 9,900.00
\$	\$ 2,600.00	\$ 7,800.00
\$	\$ 350.00	\$ 1,050.00
\$	\$ 75.00	\$ 225.00
\$	\$ 1,066.00	\$ 3,198.00
\$	\$ 1,500.00	\$ 4,500.00
\$ 3.50	\$ 17.50	\$ 52.50
\$ 4.00	\$ 20.00	\$ 60.00
\$ 5.00	\$ 25.00	\$ 75.00
\$ 6.25	\$ 31.25	\$ 93.75
\$ 7.00	\$ 35.00	\$ 105.00
\$ 10.00	\$ 50.00	\$ 150.00
\$ 10.00	\$ 50.00	\$ 150.00
\$ 10.00	\$ 50.00	\$ 150.00
\$ 20.00	\$ 100.00	\$ 300.00
\$ 9.00	\$ 45.00	\$ 135.00
\$ 50.00	\$ 250.00	\$ 750.00
\$ 12.20	\$ 61.00	\$ 183.00
\$ 96.00	\$ 480.00	\$ 1,440.00
\$ 20.00	\$ 100.00	\$ 300.00
\$ 8.00	\$ 40.00	\$ 120.00
\$ 9.50	\$ 47.50	\$ 142.50
\$ 11.00	\$ 55.00	\$ 165.00
\$ 12.00	\$ 60.00	\$ 180.00
\$ 17.00	\$ 85.00	\$ 255.00
\$ 10.00	\$ 50.00	\$ 150.00
\$ 18.00	\$ 90.00	\$ 270.00
\$ 15.70	\$ 78.50	\$ 235.50
\$ 5.25	\$ 26.25	\$ 78.75
\$ 11.00	\$ 55.00	\$ 165.00
\$ 14.00	\$ 70.00	\$ 210.00
\$ 5.00	\$ 25.00	\$ 75.00
\$ 14.00	\$ 70.00	\$ 210.00
\$ 28.00	\$ 140.00	\$ 420.00
\$ 21.00	\$ 105.00	\$ 315.00
\$ 24.00	\$ 120.00	\$ 360.00
\$ 14.00	\$ 70.00	\$ 210.00
\$ 30.00	\$ 150.00	\$ 450.00
\$ 44.00	\$ 220.00	\$ 660.00
\$ 22.00	\$ 110.00	\$ 330.00
\$ 50.00	\$ 250.00	\$ 750.00
\$ 50.00	\$ 250.00	\$ 750.00

EQUIPMENT RENTAL RATES

Saws

Cutoff Saw

14" Gas
14" Dustless Electric
9" Cordless

Compound Miter Box
Large Cutoff Band Saw
Table Saw - 10"

Drills

Core Drills

Electric
Electric Handheld
Handheld Drill Stand
Gas Powered
Electric Core Drill Vacuum Pump
Hydraulic (Requires Hydraulic Power Unit)

Cordless Paddle Mixer
Air Drills

Small
Large

Magnetic Hole Hawg

Guns

Lejune Gun (TC Gun)

3/4"-1"
1-1/8"
Low-Profile

Rotation Gun
Powder Actuated Guns

Bar Joist
Structural

General Construction Equipment

Air Compressor

Diesel
Gas
Electric

Sediment Box

Water Wagon

Jon Boat

Barge

Submersible Pumps - Electric

2" 110V
3" 220V
4" 220V
3" & 4" 460V

Trash Pumps

2" & 3" Gas
4" Gas

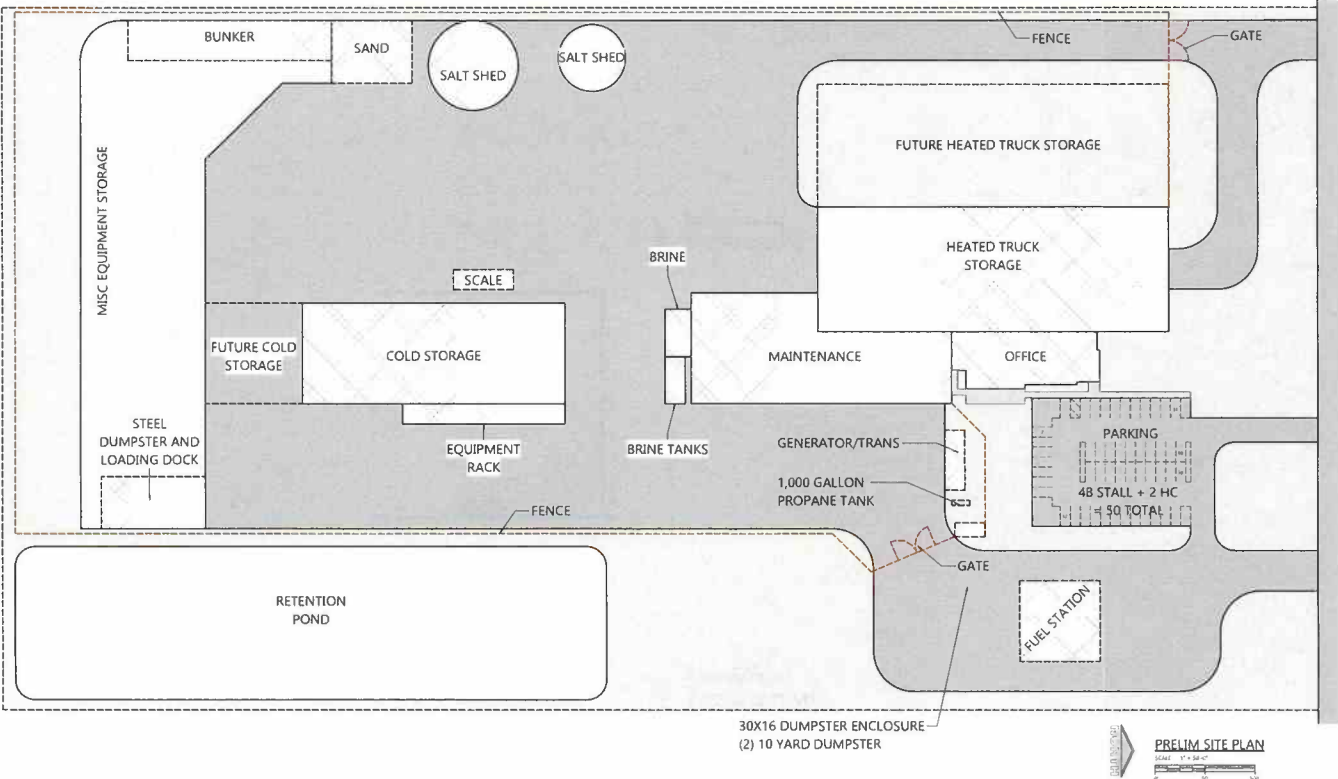
Roof Safety Cart

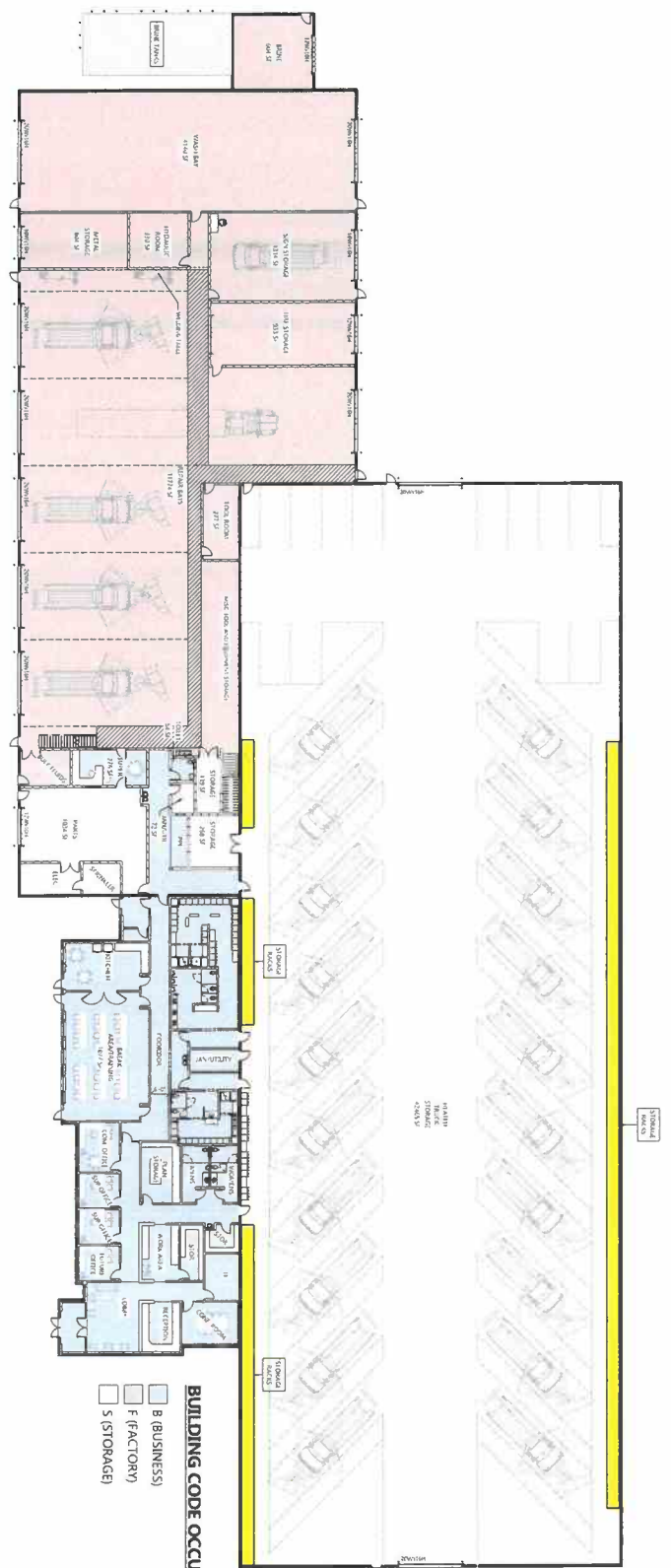
Light Tower

Hourly	Daily	Weekly
\$ 9.00	\$ 45.00	\$ 135.00
\$ 9.00	\$ 45.00	\$ 135.00
\$ 9.00	\$ 45.00	\$ 135.00
\$ 6.75	\$ 33.75	\$ 101.25
\$ 10.50	\$ 52.50	\$ 157.50
\$ 7.00	\$ 35.00	\$ 105.00
\$ 17.00	\$ 85.00	\$ 255.00
\$ 8.00	\$ 40.00	\$ 120.00
\$ 1.60	\$ 8.00	\$ 24.00
\$ 8.50	\$ 42.50	\$ 127.50
\$ 1.60	\$ 8.00	\$ 24.00
\$ 10.00	\$ 50.00	\$ 150.00
\$ 4.00	\$ 20.00	\$ 60.00
\$ 6.00	\$ 30.00	\$ 90.00
\$ 7.00	\$ 35.00	\$ 105.00
\$ 12.00	\$ 60.00	\$ 180.00
\$ 10.00	\$ 50.00	\$ 150.00
\$ 12.00	\$ 60.00	\$ 180.00
\$ 15.50	\$ 77.50	\$ 232.50
\$ 12.00	\$ 60.00	\$ 180.00
\$ 15.00	\$ 75.00	\$ 225.00
\$ 15.00	\$ 75.00	\$ 225.00
\$ 18.00	\$ 90.00	\$ 270.00
\$ 8.00	\$ 40.00	\$ 120.00
\$ 5.00	\$ 25.00	\$ 75.00
\$ 10.00	\$ 50.00	\$ 150.00
\$ 17.00	\$ 85.00	\$ 255.00
\$ 8.00	\$ 40.00	\$ 120.00
\$ 31.00	\$ 155.00	\$ 465.00
\$ 7.60	\$ 38.00	\$ 114.00
\$ 8.50	\$ 42.50	\$ 127.50
\$ 14.75	\$ 73.75	\$ 221.25
\$ 19.00	\$ 95.00	\$ 285.00
\$ 14.70	\$ 73.50	\$ 220.50
\$ 15.40	\$ 77.00	\$ 231.00
\$ 11.00	\$ 55.00	\$ 165.00
\$ 25.00	\$ 125.00	\$ 375.00



Exhibit 3





PRELIM FLOOR PLAN

PERIM MEZZ PLAN

PRELIM FLOOR PLAN

NEW HIGHWAY FACILITY:
GREEN LAKE COUNTY
 GREEN LAKE, WI 54941

PROPOSED 1:8

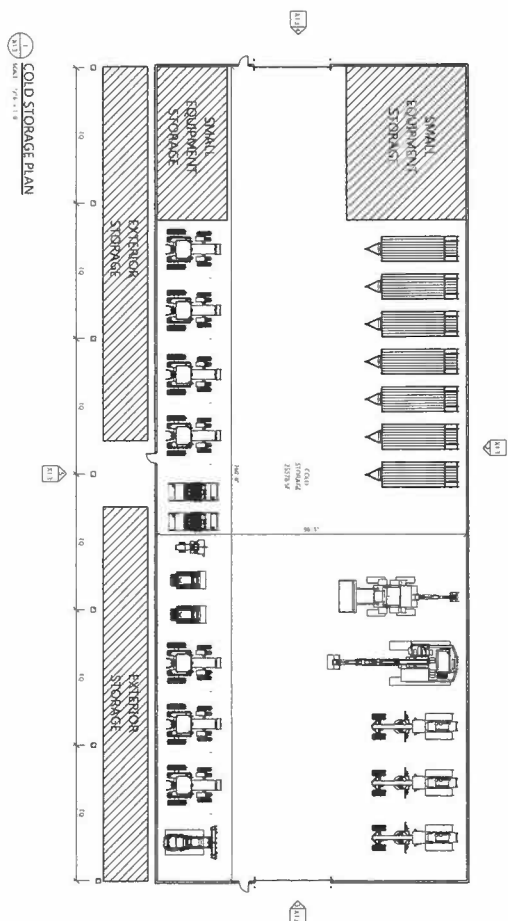
PRELIMINARY DATE
 APR 15, 2024

NOT FOR CONSTRUCTION

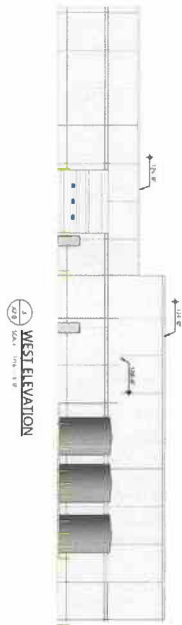
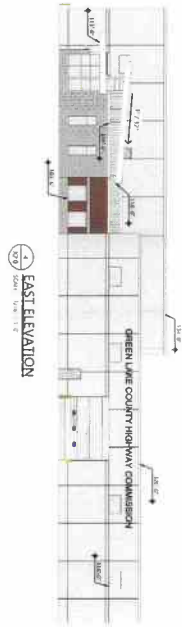
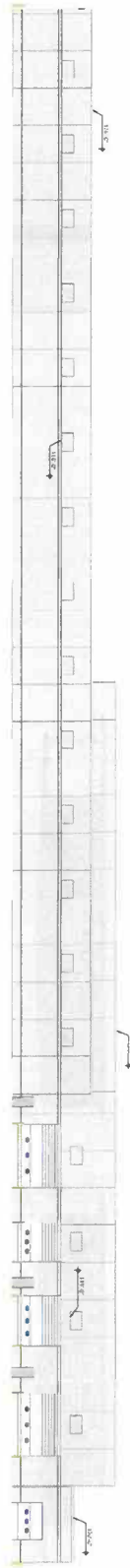
JOB NUMBER
 230486600

SHEET NUMBER

X1.3



PRELIM COLD STORAGE PLAN

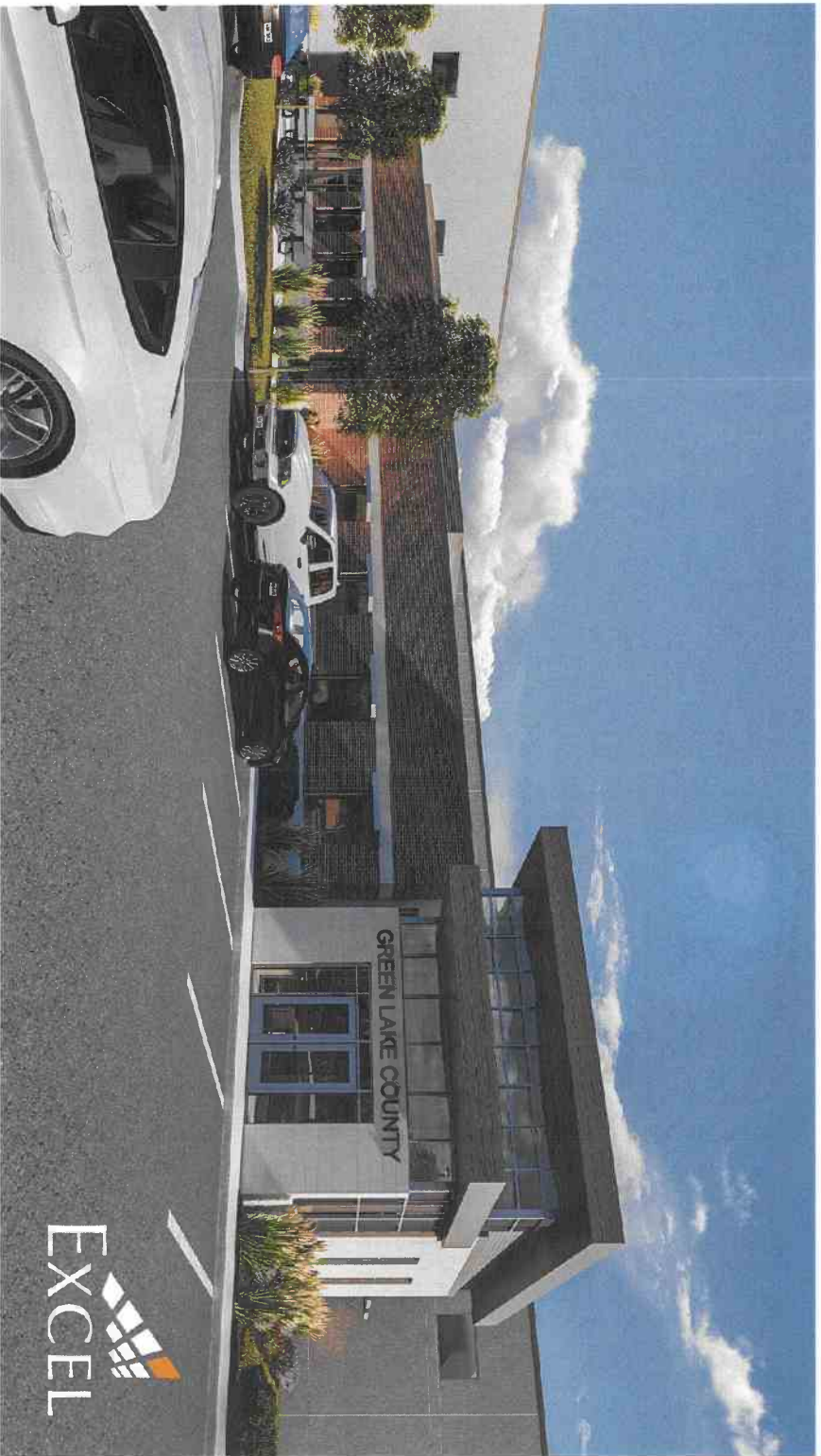




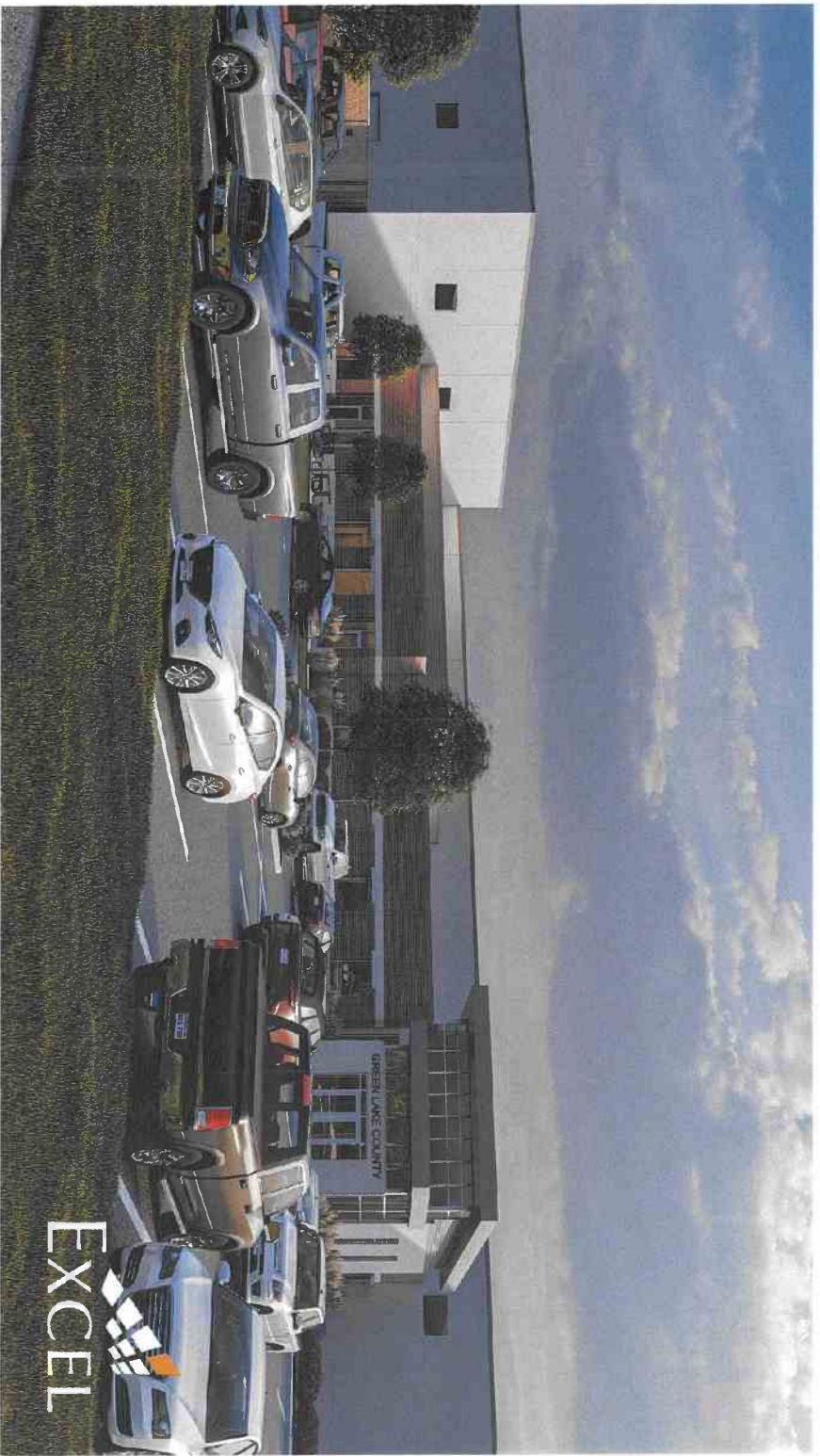
 EXCEL



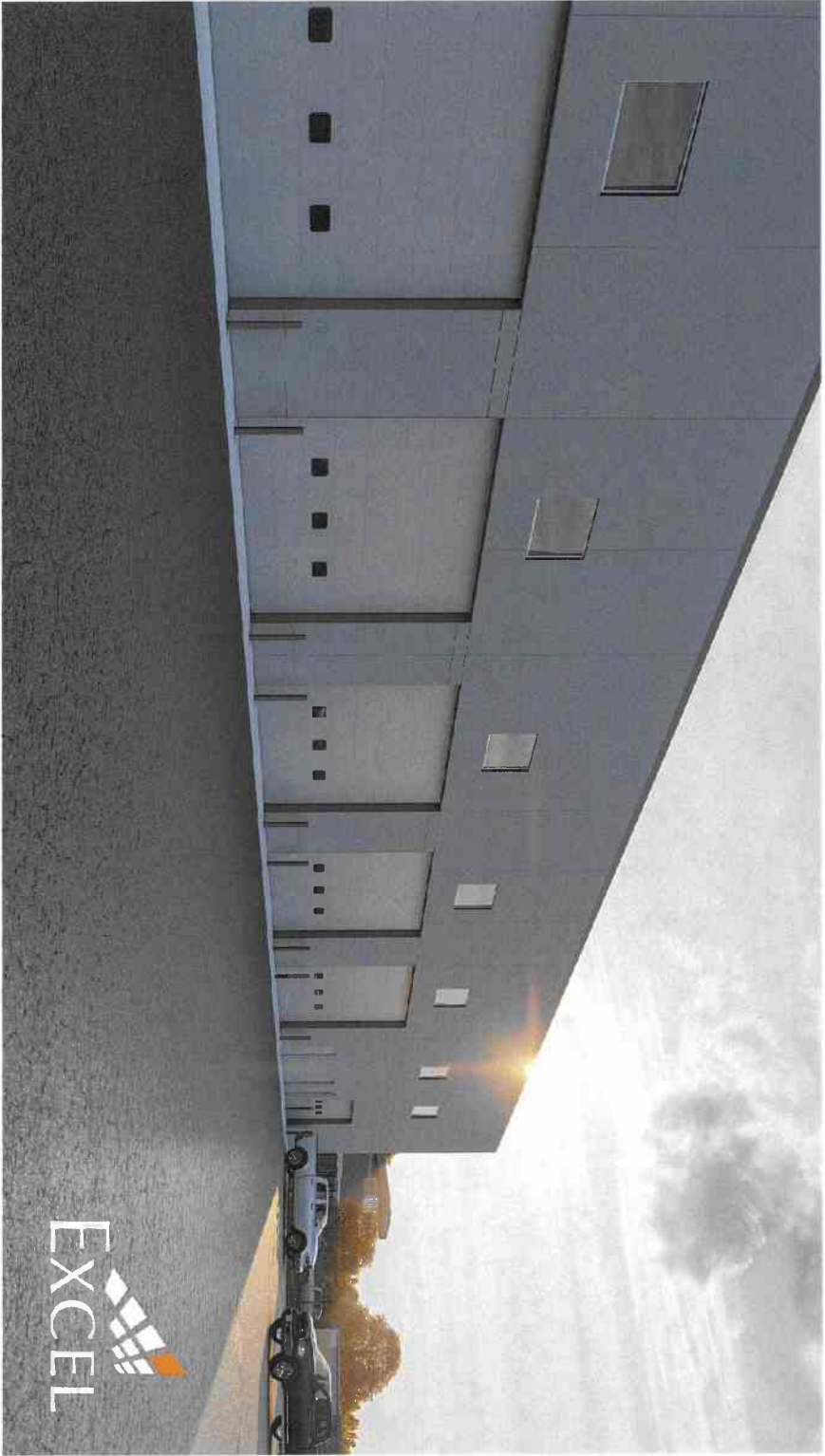








EXCEL



EXCEL



EXCEL



 EXCEL





GREEN LAKE COUNTY

HIGHWAY FACILITY

GREEN LAKE, WISCONSIN

MIRON CONSTRUCTION CO., INC.

811 E. Washington Avenue, Suite 600
Madison, WI 53703

MIRON-CONSTRUCTION.COM



PROPOSAL | 06.13.2024



Building Excellence.

06.13.2024

Attn: Derek Mashuda & Cate Wylie
Green Lake County
571 County Road A
Green Lake, WI 54941

Re: Construction Management at Risk Services for Green Lake County Highway Facility

Dear Derek and Cate,

Miron Construction Co., Inc. is pleased to submit our proposal for construction management services for the Green Lake County Highway Facility project. Our collaborative approach and extensive experience with highway facility and municipal projects will ensure that this facility will not only meet but exceed the County's needs for years to come. As you review our proposal, you will find outlined our experience and the significant advantages that Miron can bring to Green Lake County.

- | **COMMUNICATION & COORDINATION:** Effective communication is the cornerstone of every successful construction project. It promotes a shared understanding of project objectives, specifications, and timelines, fostering transparency and minimizing the potential for misunderstandings. Navigating the complexities of large projects can be challenging, and not every contractor is equipped to handle them. We will leverage our lessons learned and best practices to cultivate collaboration, enhance productivity, and significantly contribute to the project's timely and cost-effective completion.
- | **COST COMPETITIVENESS:** It is no secret that the construction industry and local municipalities face tight budgets. We take pride in our track record of providing valuable input throughout preconstruction, thinking outside the box, and using the tools we've developed to reduce the overall project cost. Our competitive and transparent process has led to success for our municipal projects. Through tools such as detailed estimating during the preconstruction process, scope variance tracking, and constructability reviews, we have found that we can lock in a Guaranteed Maximum Price (GMP) sooner than the competition. We look forward to applying these tools to your project as we manage the scope, schedule, and budget.
- | **MUNICIPAL EXPERIENCE:** In the past five years, Miron has successfully completed more than \$854 million in governmental projects. We collaborate closely with our clients and the design team, offering accurate and timely insights to facilitate well-informed decisions. Our robust, experienced project team will work hand-in-hand with Green Lake County and Excel, assessing design options, estimating project costs, providing value engineering expertise, and conducting thorough constructability reviews. Our emphasis on meticulous planning ensures that we adhere to our commitments and deliver projects on time and within budget.
- | **RESUME WITH EXCEL:** Miron is proud of the relationship we have built with Excel Engineering. Our portfolio of work together covers more than \$1.8 billion in completed and ongoing projects. This established track record means we can hit the ground running, building upon the foundation of trust, effective communication, and a high level of professionalism that already exists between our firms. The benefit to you is a seamless and collaborative approach to delivering a successful project.

Thank you for considering Miron Construction for this project. We are confident in our ability to deliver exceptional results and look forward to your response. Please feel free to contact me at 608.203.2726 or jack.zwicker@miron-construction.com should you have any questions or require additional information.

Sincerely,
MIRON CONSTRUCTION CO., INC.

Jack Zwicker, Principal-in-Charge
608.203.2726 | jack.zwicker@miron-construction.com

MIRON CONSTRUCTION CO., INC.

811 E. Washington Avenue, Suite 600
Madison, WI 53703

PH 608.203.2700 | FX 608.203.2200

MIRON-CONSTRUCTION.COM

Tim Kippenhan, Vice President & COO
920.969.7053 | tim.kippenhan@miron-construction.com

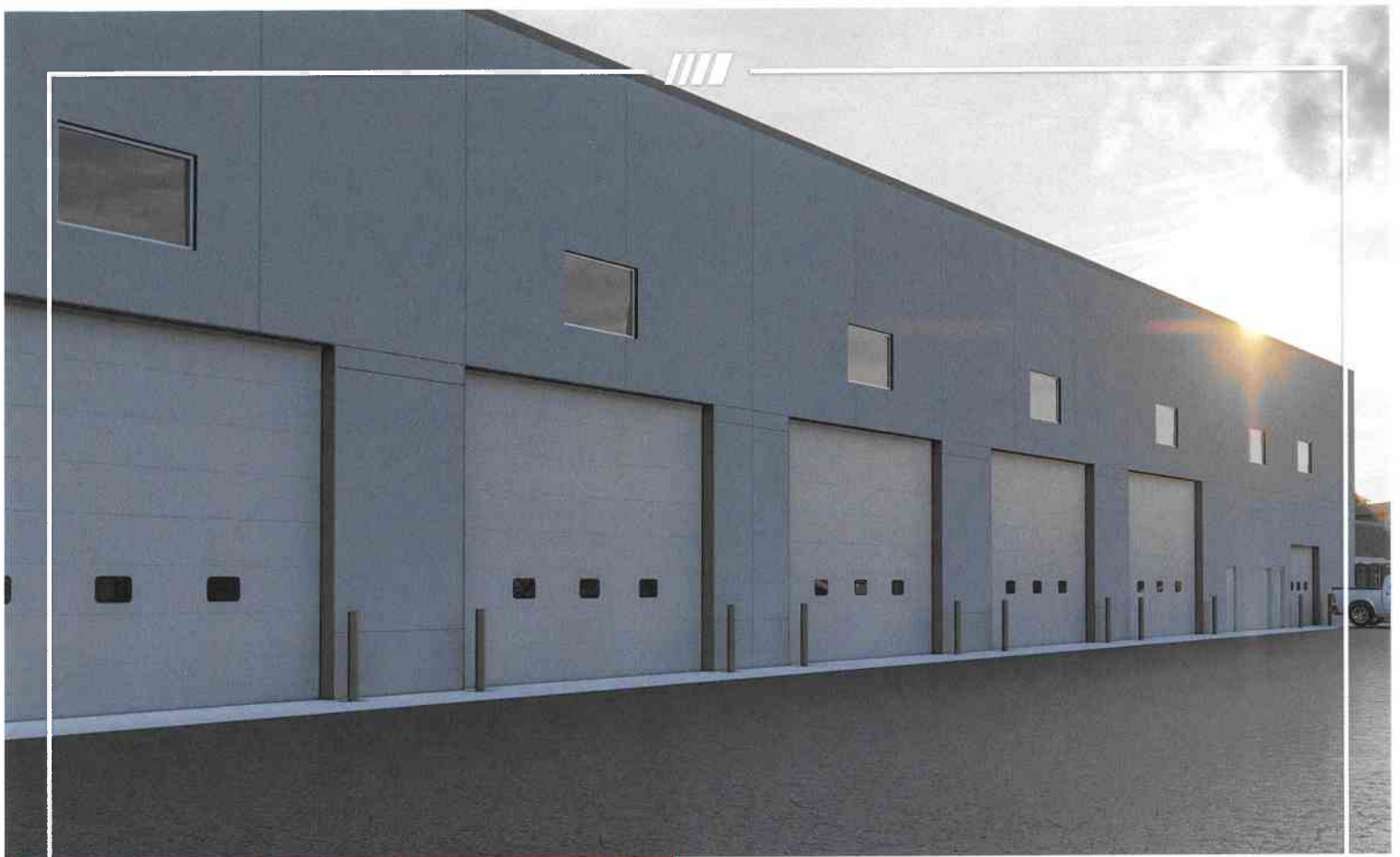


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- 2 | SIMILAR PROJECT EXPERIENCE
- 3 | BIDDING PROCESS
- 4 | SELF-PERFORMED WORK
- 5 | SCHEDULE, BUDGET, COMPENSATION & GENERAL
CONDITION COST



Building Excellence

MIRON CONSTRUCTION CO., INC.
GREEN LAKE COUNTY
HIGHWAY FACILITY
06.13.2024

1. FIRM **PROFILE** & PROJECT **STAFFING**

1. Provide your firm's brochure.

MIRON CONSTRUCTION CO., INC.

Miron Construction Co., Inc. has been providing professional construction services to clients throughout the Midwest, with an expanded geographical reach across the U.S., for over a century.

Miron is a privately held, family-owned company in its fourth generation with a culture and passion for building instilled in every employee. Our philosophy continues to put the needs of clients, employees, and the communities in which we work before all else.

| CORPORATE OFFICE

1471 McMahon Drive
Neenah, WI 54956

PH 920.969.7000
FX 920.969.7393

MIRON-CONSTRUCTION.COM

ADDITIONAL OFFICES

CEDAR RAPIDS | EAU CLAIRE | GREEN BAY
MADISON | MARQUETTE | MILWAUKEE | WAUSAU

#71

RANKING AMONG
ALL ENR'S **TOP 400**
CONTRACTORS

1.7

THOUSAND
EMPLOYEES

.53

EMR RATE



Building Excellence

OUR **COMMITMENT** REACHES BEYOND CONSTRUCTION;
OUR **PASSION** BRINGS **DREAMS** TO LIFE.



THE MIRON DIFFERENCE:
SKILLED CRAFTSPEOPLE ON STAFF

Miron routinely employs more than 1,500 skilled craftspeople to self-perform concrete, masonry, carpentry, precast concrete, and steel erection on our construction projects. This gives Miron a unique edge in driving and controlling schedules, assuring quality work, providing leadership to subcontractors, and controlling costs on site, with safety as our top priority.

Miron is dedicated to developing the skills of everyone in our organization and providing an atmosphere in which they are challenged and can thrive. We are equally dedicated to nurturing teamwork among employees, architects, engineers, and owners and are especially proud of the partnership that exists between labor and management.

Our entire team is committed to building excellence into every project. Our mission is to provide a competitively priced, quality project completed on schedule. Equally important is constructing our projects in a safe and secure environment. We firmly believe that the dedication and fine workmanship of long-term craftspeople—many of whom are third and fourth generation employees—are contributing factors in maintaining lasting relationships with our clients.

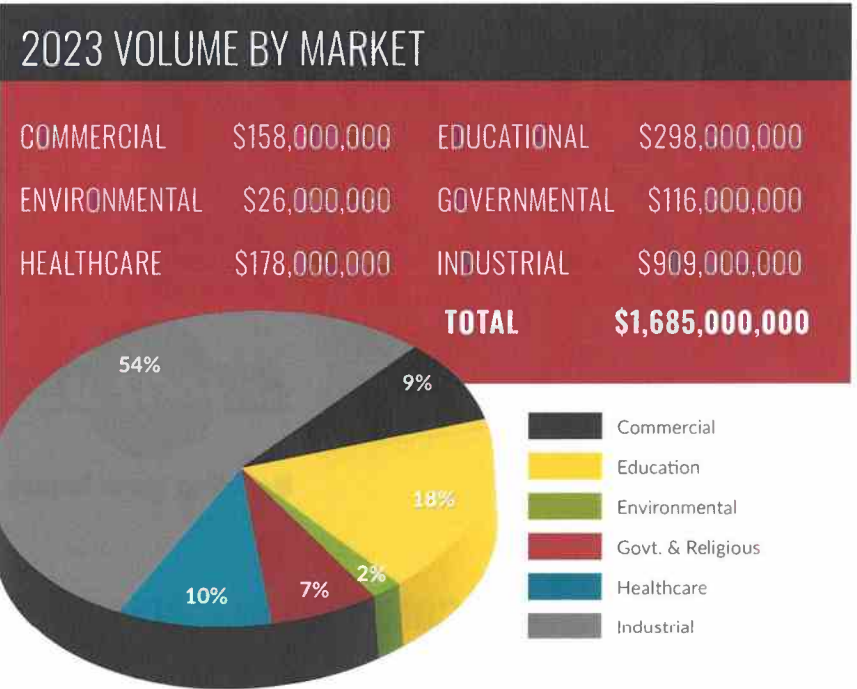
MARKETS SERVED

Miron specializes in providing construction management, design-build, general construction, and industrial services to the educational, industrial, healthcare, religious, commercial/retail, governmental/community, and environmental markets.

SIZE & RANKING

Size, based on sales and revenue figures:

- More than 1,700 office and field staff
- #1 in work put in place in the state of Wisconsin (ENR Midwest "Top Contractors" listing)
- 71st among all general contractors in the United States, as ranked by Engineering News Record's "Top 400 Contractors in the United States"



| CORPORATE OFFICERS

DAVID G. VOSS, JR.

President | Chief Executive Officer | Owner

TIMOTHY A. KIPPENHAN

Vice President | Chief Operating Officer | Owner

DEAN J. BASTEN

Secretary | Treasurer



Building a facility that has so many unique and distinct needs was no easy task, but the team Miron assembled took up the challenge with professionalism and compassion. They made our mission their mission.

| FACILITIES

Miron's commitment to building excellence is evident in our facilities and equipment, which are continually upgraded. We have a 25-acre warehouse site with 110,000 square feet of covered storage, housing more than \$100 million worth of equipment including cranes, forklifts, scissors lifts, boom lifts, concrete pumps, and vehicles.

Owning and storing our own equipment provides Miron the ability to self-perform selected construction activities, which allows us to maintain greater control of the budget, schedule, quality, and safety. The schedule is maintained through the use of our manpower supply and equipment availability from our own large resources.

JANE GRAHAM-JENNINGS

THE WOMEN'S COMMUNITY





SINCE 1918... 100+ YEARS OF HISTORY

Decades ago, when Miron employees numbered less than 35 and yearly revenue was a mere fraction of what it is today, everyone would grab a bucket as the sun began to set on a hard day's work, flip it over, and take a seat in the shop. It didn't matter if you were a mason, a site superintendent, or the president of the company; everyone was welcome and everyone was family.

Over ice-cold drinks, team members would discuss project challenges and celebrate successes, but more importantly, they'd share stories about their lives outside of the office and away from the field. Teammates would bond over heartache and laughter, all while building lifelong friendships.

That is what Miron was founded on - family values and firm handshakes, hard work and integrity. While we pride ourselves on more than 100 years in business, what we truly celebrate are the passionate individuals who helped us get here.

To them, we raise a glass and say, "Thank you for your support, for your friendship, and for giving us the courage to dream big."

| OUR TIME LINE

- 1918** | Founded by Canadian immigrant Patrick G. Miron.
- 1930** | Miron partners with a cousin to form The Miron and St. Aubin Construction Co.
- 1949** | Partnership dissolves and a new company is incorporated as P.G. Miron Construction Co., Inc. with five stockholders: Patrick G. Miron; Roland Kippenhan; David Voss, Sr.; Harvey Netzel; and Karl Kuchenbecker.
- 1990** | P.G. Miron Construction Co., Inc. changes its corporate identity to Miron Construction Co., Inc.
- 1993** | Miron celebrates 75th anniversary and opens a regional office in Wausau, Wisconsin, to provide statewide services.
- 2002** | Miron's corporate office moves to a newly constructed, 60,000 SF facility in Neenah, Wisconsin.
- 2003** | Miron expands its Midwest presence by opening a regional office in Cedar Rapids, Iowa. Tim Kippenhan becomes a principal owner of Miron Construction Co., Inc. with David G. Voss, Jr.
- 2004** | Miron opens a regional office in Madison, Wisconsin, to further provide statewide services.
- 2009** | A Milwaukee office is founded to support our current and future area projects.
- 2015** | Miron debuts a Construction Innovation Lab in the Neenah office and expands its presence with a new office in Eau Claire, Wisconsin.
- 2018** | Miron celebrates two milestones: 100 years of Building Excellence and \$1 billion in revenue.
- 2020** | David Voss III and Daniel Voss join Miron's owners group, ushering in the fourth generation of our family owned legacy.
- 2021** | Our Green Bay office officially opens in the Titledown District.
- 2023** | Miron's Marquette office officially opens in Michigan.
- 2024** | To further cement our legacy on the western side of Wisconsin, Miron constructs and moves into a new Eau Claire office in the Chippewa Valley region.



Owners Group (left to right): Tim Kippenhan; Daniel Voss; David G. Voss, Jr.; David Voss III

MIRON CONSTRUCTION'S CORE VALUES



Be authentic, lead with humility, and recognize the needs of others. Care for one another and extend a helping hand wherever it's needed. Honor our history.



Learn from each experience, challenge historic thinking, continually seek a better way, and expand our capabilities.



Get involved, respond with urgency, and work as a team to get the job done. Leverage the strengths of each individual and overcome obstacles as one.



Bring the passion, keep moving forward, and stay focused on the results. Champion the competitive spirit, make the most of every opportunity, and stay hungry.



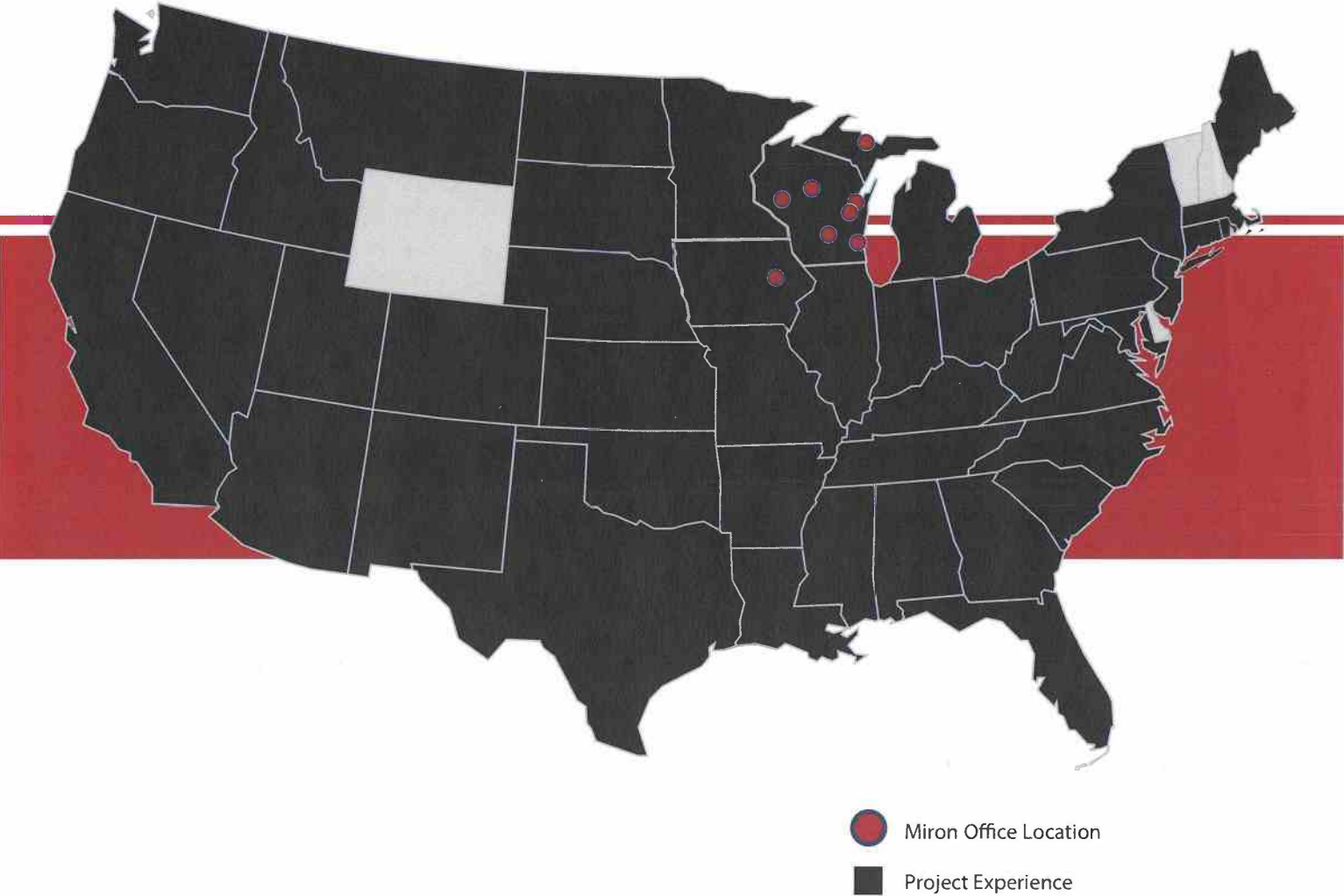
Deliver unmatched quality, create meaningful connections, and craft unforgettable experiences in everything we do. Capture what truly matters and find ways to inspire.

We recently embarked on a journey to define core values that are a true reflection of Miron's culture and what we bring to every project we are honored to undertake. Through listening sessions with employees representing every facet of our organization, we gathered stories, shared experiences, and discovered commonalities, ultimately identifying values authentic to who we are today, and who we want to be for the next 100+ years. At Miron, we **Stay Grounded, Think Big, Rally Together, Dig Deep, and Build Legacies.**

Our team lives out these core values every day. We put an emphasis on building lasting relationships and fulfilling the commitments we make to our clients, our partners, and each other. As your partner throughout the construction process, we rely on transparent communication and focus on the details, standing behind our work and providing unparalleled service.

| EXPANDING HORIZONS

While our roots run deep in the Midwest, Miron has expanded nationally at the request of our clients and partners. Our relationships—what we value as central to our Miron culture—have taken us from Wisconsin and Iowa to Georgia, Colorado, Kansas, Nebraska, Oklahoma, Texas, and beyond.





PLAN THE WORK, WORK THE PLAN

PRECONSTRUCTION SERVICES

MIRON DIFFERENTIATES ITSELF FROM OTHER CONSTRUCTION MANAGERS THROUGHOUT THE MIDWEST BY OFFERING THE MOST COMPLETE AND EXTENSIVE PRECONSTRUCTION SERVICES AVAILABLE.

Miron's preconstruction services allow us to properly plan and execute the project in the most efficient and cost-effective way possible, resulting in thorough construction documents that reflect a buildable design. This ultimately saves owners time and money through the elimination of unpleasant surprises during bidding, procurement, and construction.

MIRON'S PRECONSTRUCTION SERVICES INCLUDE:

- Cost Estimating
- Value Engineering
- Constructability Reviews
- Scheduling & Phasing
- Long Lead-Time Procurement
- Bid Solicitation
- Virtual Construction
- LEED & Green Building

VIRTUAL CONSTRUCTION

Our virtual construction specialists actively engage the design and construction team, promoting the use of virtual building models and associated tools throughout the entire preconstruction and construction process. The results are enhanced design quality, improved collaboration between team members, greater construction efficiency, and minimized change orders that directly impact the bottom line of the project.

LEED & GREEN BUILDING

Miron is committed to promoting the triple bottom line of people, planet, and payback in our work. Our sustainable efforts are led by Theresa Lehman, LEED Fellow, LEED AP BD+C, ID+C, WELL AP, and Fitwel Ambassador, and is supported by our team of nearly 150 LEED and WELL professionals. Whether LEED certification is a goal for your project or not, our team is always willing to lend our expertise to help clients achieve any sustainability goals they may have.

COST ESTIMATING

Our goal is to work with the project team to provide practical, best-value designs tailored to your specific objectives. Our experienced estimating staff uses a strategy of “concept to detail” in order to develop the various budgets required at the specific stage your project is in when an estimate is needed. We use a custom-designed database system to process quantities and measurements with references to local market pricing to date, as well as Miron’s historical database. Each year, Miron estimates more than \$3 billion in construction projects, assuring that our cost database is current and covers a broad base of building systems.

VALUE ENGINEERING

In an effort to save time and money, we proactively challenge the project team to aggressively build “best value” into each process and decision. Best value is not always defined as least cost and will include factors such as lifecycle costs, maintenance costs, etc. Our goal is to help you and your team achieve the best value for the dollars that you expend and achieve the maximum return on your investment.

CONSTRUCTABILITY REVIEWS

Constructability and design reviews are critical in identifying potential challenges related to construction techniques, material selection, lead times, schedule and budget impacts, and most importantly, quality and risk control. Our constructability review process and documentation ensures consistency, completeness, and quality.

SCHEDULING & PHASING

Our team works with you and the design team to determine big-picture schedule objectives that are summarized into a conceptual schedule. Once we have achieved consensus on your conceptual schedule, we add detail to the schedule. If relevant, we will make recommendations regarding the issuance of drawings and specifications for phased construction of the project, taking into consideration such factors as economies, time of performance, availability of labor and materials, and provision for temporary facilities.

LONG LEAD-TIME PROCUREMENT

Miron recommends to the team a schedule for procurement of long lead-time items. Miron will expedite the delivery of these items to keep your project on track.

BID SOLICITATION

Miron will seek to develop subcontractor interest in the project and will provide to the team a list of possible subcontractors, including suppliers who are to furnish materials or equipment, from whom proposals will be requested for each principal portion of the work. Miron utilizes a subcontractor/supplier database of more than 5,000 companies regionally to ensure the most responsive and competitive bids.



CONSTRUCTION SERVICES

Miron is recognized as one of the premier builders in the Midwest. We are able to provide you with a knowledgeable, collaborative team to ensure the success of your project. The team environment created by involving Miron early in the process provides sound construction and design decisions mirroring your vision and philosophies. We want to be your partner and establish a long-term and trusting relationship.

We measure our success according to yours.

MIRON'S CONSTRUCTION SERVICES INCLUDE:

- Bid Solicitation & Contract Implementation
- Trade Contractor Management/Supervision
- Project Accounting & Cost Control
- Schedule Control & Updates
- Team Communications & Meeting Facilitation
- Safety, Security & Quality Control Program Implementation
- Occupancy Schedule Coordination
- Operation Manuals & Warranty Documentation
- Closeout & Commissioning

QUALITY MANAGEMENT

Quality is discussed with the project team very early in the project. The process begins by defining quality as it relates to the specific project requirements and communicating these expectations to all project team members. Quality expectations are set long before we show up on site and are continually monitored throughout the duration of the project. Quality control is implemented by holding the people installing the products accountable for their own workmanship.

Quality expectations will be identified in the contract documents and reinforced through Miron's Quality Management System. A series of audits will take place throughout the project where the contractor installing the product is provided a checklist of the requirements to verify that all items meet or exceed the quality plans.

COMMUNICATION & REPORTING

Communication takes place throughout the entire process, from daily field coordination and on-site communications, to weekly progress meetings and identification of action items and responsibilities, to monthly status reports.

Miron utilizes Procore, an integrated project management software that tracks project-related information from the team and project site to ensure that the project remains on time and on budget. Because of its cloud-based functionality, it can be utilized from any web browser, tablet, or smartphone, providing real-time information for all users. This collaboration tool provides a single source of information for all project stakeholders. Everyone involved in the project can access up-to-date project information, including a current set of drawings, submittals, RFIs, and punch list items.

COST CONTROL

Cost control begins during the design phase, when our estimators use our extensive cost history database to compare your project to work of similar type and scope. An initial estimate is prepared, with subsequent estimates as additional detail is added.

During construction, Miron's project management system houses and tracks all cost information and assists the team with cost control. At any time, the project team can review the current cost status of the project, as well as calculate projections and report any variances from the budgeted costs.

SUBCONTRACTOR MANAGEMENT

Setting expectations for crews and subcontractors is achieved through solid pre-planning, coordination, and clear communication. Involving subcontractors early in the planning and scheduling of a project is vital to a smooth construction process. Once the project starts, our superintendents conduct at least weekly, on-site meetings with all trade superintendents and/or foremen to ensure proper coordination of the work, compliance with engineering documents, adherence to schedule, updating of as-builts, and enforcement of safety policies.

SCHEDULING

The project schedule is an important communication tool used to ensure the project stays on track. The schedule is broken down into a three-week look-ahead that is controlled by our project superintendent and reviewed daily with all on-site personnel. It offers a detailed view of the construction activities happening on site and helps crews understand the scope of work taking place each day. Our project manager maintains the project schedule on a weekly basis to accurately report the day-to-day field operations.

CLOSEOUT & COMMISSIONING

The documentation for contract closeout is provided through our project management system, which identifies all of the requirements. Our on-site staff monitors and addresses occupancy requirements to ensure compliance with local and state agencies.

We are committed to our clients, ensuring that the building's systems and equipment operate optimally before handing over the facility. Our team ensures the owner has received complete equipment and systems documentation, as well as adequate training prior to project completion.

RISK MANAGEMENT

EMR

2024 | .53 2023 | .47 2022 | .49

WE ARE COMMITTED TO PROVIDING A SAFE AND HAZARD-FREE WORK ENVIRONMENT FOR OUR CLIENTS, EMPLOYEES, SUBCONTRACTORS, HOST FACILITIES, AND THE GENERAL PUBLIC.

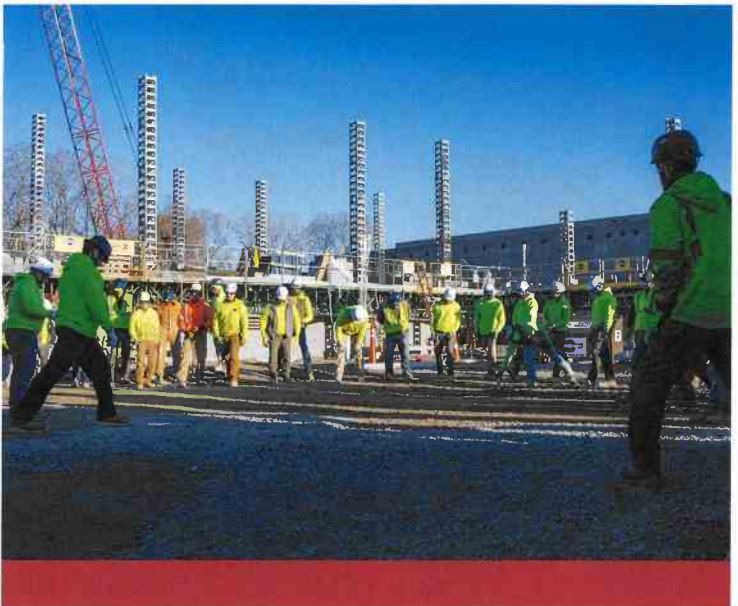
Miron takes a multi-discipline approach to risk management that integrates **safety, quality, and production (SQP)** into the building process. This approach guides our daily decisions and work.

Our SQP approach allows us to establish specific project needs and drivers through pre-planning. With this process, we:

- | Proactively identify and plan for potential **safety** risks.
- | Ensure that we capture and communicate **quality** expectations to stakeholders and team members.
- | Integrate **production** planning to ensure the most efficient strategies that optimize the safety and quality of the project.

Critical to this approach is a highly skilled and safely trained workforce. Equipped with the most comprehensive safety training in the industry, our employees and subcontractors possess the knowledge and tools to identify and eliminate unsafe acts and conditions. Miron provides on-site safety, quality, and production management and ensures project-wide accountability in all three categories.

Employees are empowered to make a difference in the safety practices of themselves and others, leveraging Speak Up, Listen Up, Recognize It (SULURI) to not only bring forward issues, but to listen respectfully to one another. This philosophy has allowed us to establish long-lasting relationships with both subcontractors and clients who understand our commitment to safety. We actively use this tool to protect people, property, and our clients' market interests through trust and reliability.



SPEAK UP, LISTEN UP, RECOGNIZE IT

Miron utilizes Speak Up, Listen Up, Recognize It (SULURI) as a way to enhance our SQP business philosophy and provide employees the tools to communicate effectively and reinforce safety, both on our project sites and within our offices. With this three-step process, we are able to provide **clear, direct communication** with our teams, leaders, and customers; practice **respectful listening**; and **express gratitude** for being safe, productive, and producing quality work.

.53
2024
EXPERIENCE
MODIFIER
RATE (EMR)

OUR RISK MANAGEMENT PROGRAM'S **SUCCESS** IS MEASURED AND SHARED WITH CLIENTS THROUGH:

- A project that is delivered in a safe, productive manner with the highest quality
- Financial benefits
- Positive public perception
- Avoidance of business interruptions
- The sustainable footprint we leave behind

The financial benefits of much lower-than-average insurance costs are passed along to our clients. Miron prides itself on being a good neighbor, which in turn reflects positively on our clients, the public, and the industries we serve. Our emphasis on safety positions us to avoid unnecessary business interruptions and the costs associated with disrupting our clients' processes. The end result: we turn over a project that has considered safety during design, construction, and occupancy while fostering an attitude that improves the safety and well-being of our clients.



| SAFETY AWARDS

AGC SAFETY EXCELLENCE AWARD (2020)

AON SAFETY EXCELLENCE AWARD (2020)

ENR MIDWEST BEST PROJECT AWARD FOR EXCELLENCE IN SAFETY | OSHKOSH CORPORATION GLOBAL HEADQUARTERS (2020)

3. Explain if your firm has any union or other affiliation. List trades that you have signatory agreements with.

| UNION AFFILIATIONS

Miron is a union signatory contractor with the trades we self-perform. However, we subcontract to both union and non-union firms, to the firm that provides the best overall value to a given project. This has been our operating structure since our inception and has proven to be very successful.

LABOR AGREEMENTS

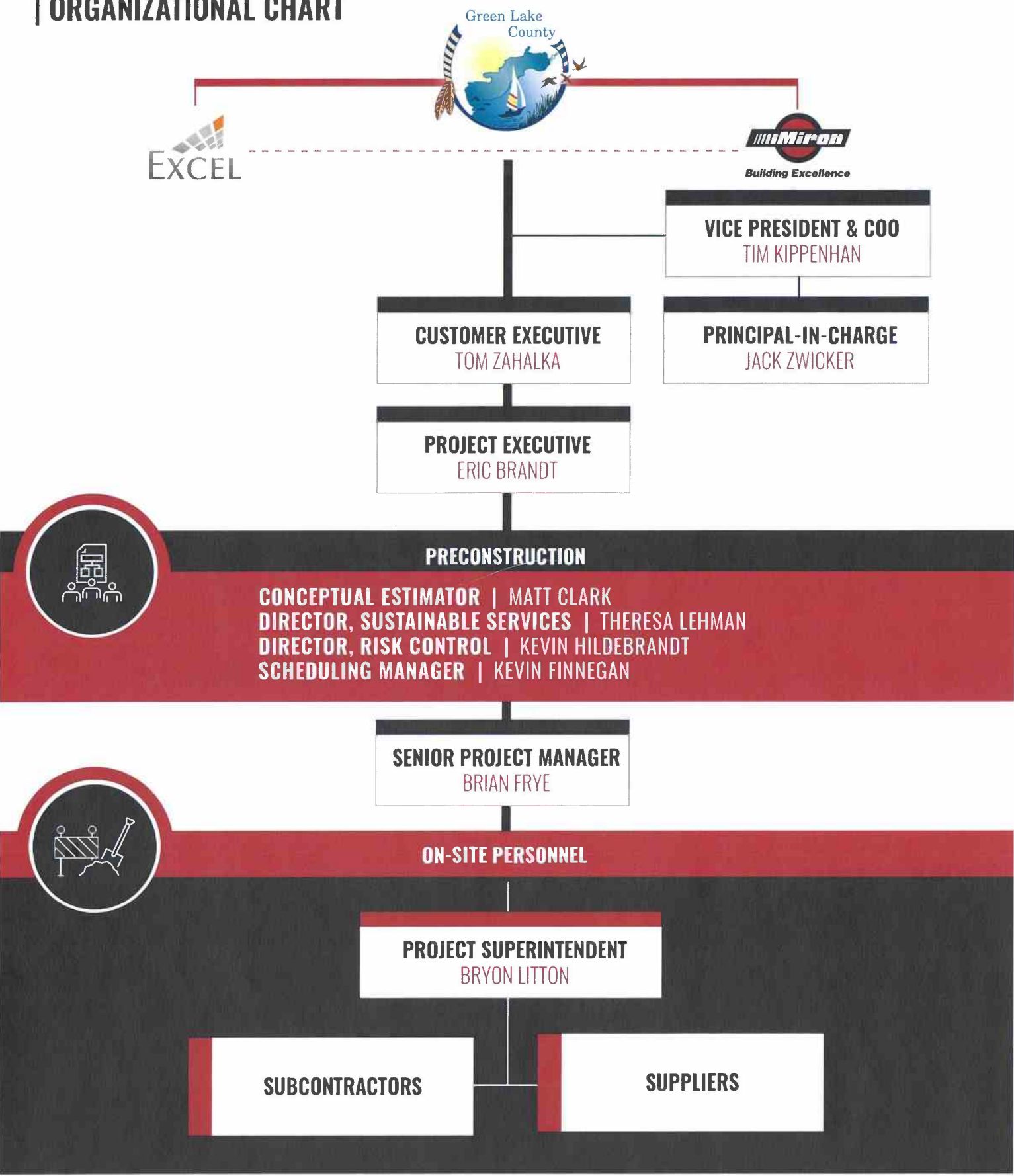
WISCONSIN LABOR AGREEMENTS	[EXPIRATION DATES]
North Central States Regional Council of Carpenters	[05/31/2026]
Wisconsin Laborers' District Council	[05/31/2026]
OPCMIA, Local #599 - Area 204	[05/31/2026]
OPCMIA, Local #599 - Area 257	[05/31/2026]
OPCMIA, Local #599 - Area 845	[05/31/2026]
Bricklayers & Allied Craftworkers District Council of Wisconsin Local #1, #3, #6, #7, #9, #11, #13, #19, #21, #34	[05/31/2026]
International Union of Operating Engineers, Local #139	[05/31/2024]
Ironworker District Council	Perpetual Agreement
Teamsters, Local #662	[Under Negotiation]

4. Provide resume for the anticipated Project Manager, On-site Superintendent and Conceptual Estimator assigned to this project, including a list of similar projects they have completed.

| PROJECT TEAM

Please see our organizational chart and resumes for our key personnel on the following pages.

| ORGANIZATIONAL CHART



| REPRESENTATIVE PROJECTS

MADISON POLICE DEPARTMENT MIDTOWN STATION

Madison, WI

MONROE COUNTY NEW JUSTICE CENTER

Sparta, WI

WISCONSIN DEPARTMENT OF ADMINISTRATION JOINT FORCE HEADQUARTERS COMMAND SUITE REMODEL

Madison, WI

BREMER COUNTY COURTHOUSE ADDITION & RENOVATION

Waverly, IA

UW-MADISON BELOW ALUMNI CENTER RENOVATION & ADDITION

Madison, WI

DODGEVILLE HIGH SCHOOL ADDITIONS & REMODELING

Dodgeville, WI

PARDEEVILLE HIGH SCHOOL ADDITION & RENOVATION

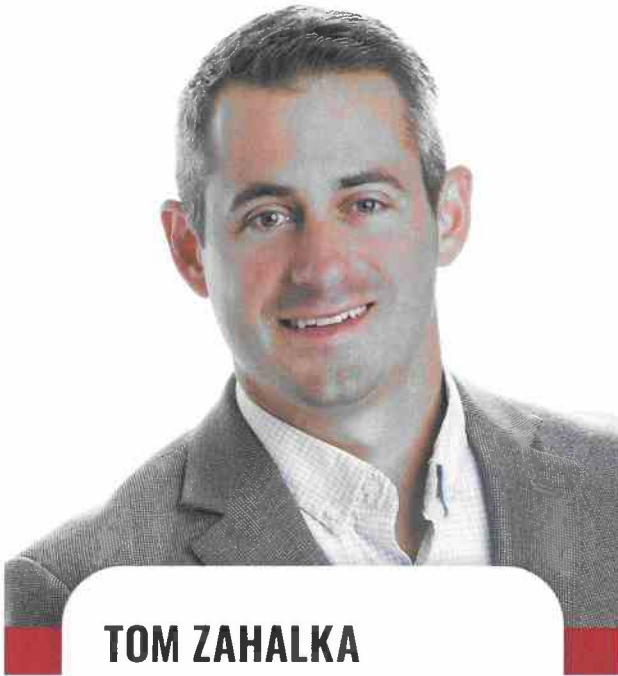
Pardeeville, WI

| EDUCATION

UNIVERSITY OF WISCONSIN-PLATTEVILLE

Bachelor of Science - Industrial Technology Management - Building Construction Management

| OSHA 30-Hour Certification



TOM ZAHALKA

CUSTOMER EXECUTIVE

LEED AP BD+C

As customer executive, Tom works closely with clients and design partners to lead the project through the planning and preconstruction phases to ensure successful outcomes.

He focuses on project strategy, facilitating a collaborative design process, budget development and control, schedule development and execution, and quality control.

Most importantly, Tom is responsible for providing a smooth process and positive team experience. Tom brings more than 15 years of experience in the construction industry.



ERIC BRANDT

PROJECT EXECUTIVE

LEED GREEN ASSOCIATE

As project executive, Eric is responsible for planning, budgeting, scheduling, and construction of the project. He will work closely with the design and construction teams to facilitate a seamless project delivery.

Eric provides overall project strategy, guidance, and management of project development to ensure successful project completion. His duties include oversight of construction management, design development, pricing, quality control, and client satisfaction.

| REPRESENTATIVE PROJECTS

MARATHON COUNTY NEW REGIONAL FORENSIC SCIENCE CENTER

Wausau, WI

NORTH CENTRAL HEALTH CARE CAMPUS REMODEL OF BUILDING A & B

Wausau, WI

SENTRYWORLD OFFICE BUILDING ADDITION

Stevens Point, WI

HOWARD-SUAMICO BAY VIEW MIDDLE SCHOOL ADDITION & RENOVATION

Green Bay, WI

CURATIVE CONNECTIONS YESTERYEAR VILLAGE RENOVATION

Green Bay, WI

NICOLET BANK TRAINING CENTER REMODEL

Ashwaubenon, WI

COMMERCIAL HORIZONS NEW BAKER TILLY OFFICE SPACE

Appleton, WI

| EDUCATION

NORTHERN MICHIGAN UNIVERSITY

Bachelor of Science - Construction Management

| OSHA 30-Hour Certification

| Forklift Certification

| REPRESENTATIVE PROJECTS

MARSHFIELD UTILITIES FACILITY BUILDING

Marshfield, WI

VILLAGE OF WESTON MUNICIPAL CENTER

Weston, WI

NORTH CENTRAL HEALTH CARE MOUNT VIEW CARE CENTER RENOVATIONS

Wausau, WI

SENTRYWORLD OFFICE BUILDING ADDITION

Stevens Point, WI

BELLIN HEALTH AMBULATORY SURGERY CENTER & MEDICAL OFFICE BUILDING EXPANSION

Green Bay, WI

PHILLIPS SCHOOL DISTRICT PRE-K-12 ADDITIONS & RENOVATIONS

Phillips, WI

| EDUCATION

PENNSYLVANIA STATE UNIVERSITY

Bachelor of Science - Administration of Justice

OKLAHOMA STATE UNIVERSITY

Bachelor of Science - Construction Management

| OSHA 30-Hour Certification

| CPR & First Aid



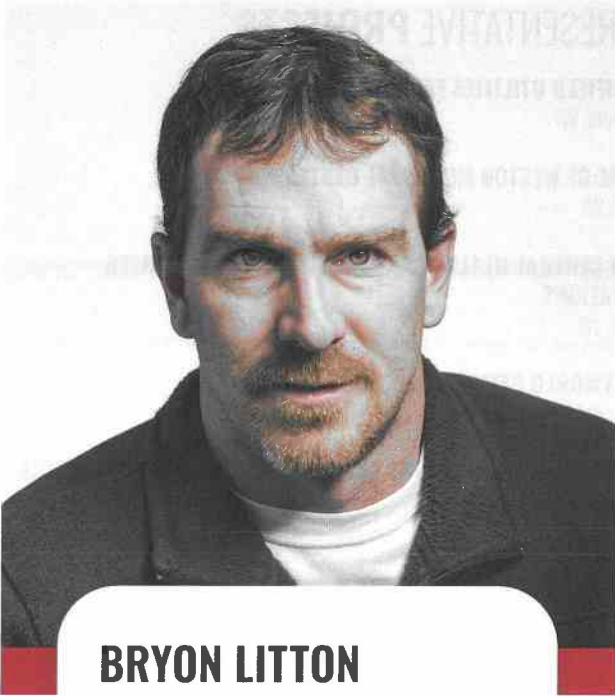
BRIAN FRYE

SENIOR PROJECT MANAGER

LEED AP BD+C

Brian manages all project activities including, but not limited to, preliminary planning, budget development, financial control, value engineering assessments, scheduling, coordination of construction activity, project closeout, and owner occupancy.

Brian is responsible for regular communication with the architectural team and owner regarding items related to budget, constructability, bidding, and schedule.



BRYON LITTON

PROJECT SUPERINTENDENT

LEED GREEN ASSOCIATE

First and foremost, Bryon will maintain a risk-free work environment and ensure the safety of construction crews and all who access the site. Utilizing his nearly 30 years of construction experience, he will work directly with the project manager and the construction team to manage all phases of construction activity.

Bryon is responsible for the daily on-site management of construction, including field labor, subcontractors, equipment, tools, and materials. He will direct all field personnel and coordinate all subcontractor activities while monitoring schedule, quality, and budget.

| REPRESENTATIVE PROJECTS

BC ORGANICS BIOGAS FACILITY

Greenleaf, WI

FINCANTIERI BAY SHIPBUILDING PREFABRICATION BUILDING ADDITION

Sturgeon Bay, WI

AURORA BAYCARE AMBULATORY SURGERY CENTER & CLINIC

Kaukauna, WI

CHOICE BANK NEW CORPORATE OFFICE

Oshkosh, WI

UW-OSHKOSH FLETCHER HALL EXPANSION & RENOVATION

Oshkosh, WI

UW-OSHKOSH NEW ALUMNI WELCOME & CONFERENCE CENTER

Oshkosh, WI

MENASHA CORPORATION CORPORATE OFFICE

Neenah, WI

ARIENS COMPANY PLANT & OFFICE ADDITION/REMODEL

Brillion, WI

| EDUCATION & CERTIFICATIONS

- | ASHE Healthcare Construction Certified
- | WHEA Certification-Advanced Healthcare Construction Certificate
- | OSHA 30-Hour Certification

| REPRESENTATIVE PROJECTS

SHAWANO MUNICIPAL UTILITIES NEW HEADQUARTERS

Shawano, WI

WAUPACA COUNTY HIGHWAY DEPARTMENT FACILITY

Waupaca, WI

VILLAGE OF LITTLE CHUTE MUNICIPAL SERVICES BUILDING

Little Chute, WI

MARATHON COUNTY NEW REGIONAL FORENSIC SCIENCE CENTER

Wausau, WI

GREENVILLE FIRE & SAFETY BUILDING

Greenville, WI

CITY OF WAUSAU FIRE STATION NO. 2

Wausau, WI

BAD RIVER BAND OF LAKE SUPERIOR TRIBE OF CHIPPEWA INDIANS HEALTH AND WELLNESS CENTER

Ashland, WI

CEDAR RAPIDS NEW CITY SERVICES CENTER OFFICE & WAREHOUSE

Cedar Rapids, IA

OUTAGAMIE COUNTY ADMINISTRATION BUILDING INFRASTRUCTURE UPGRADES

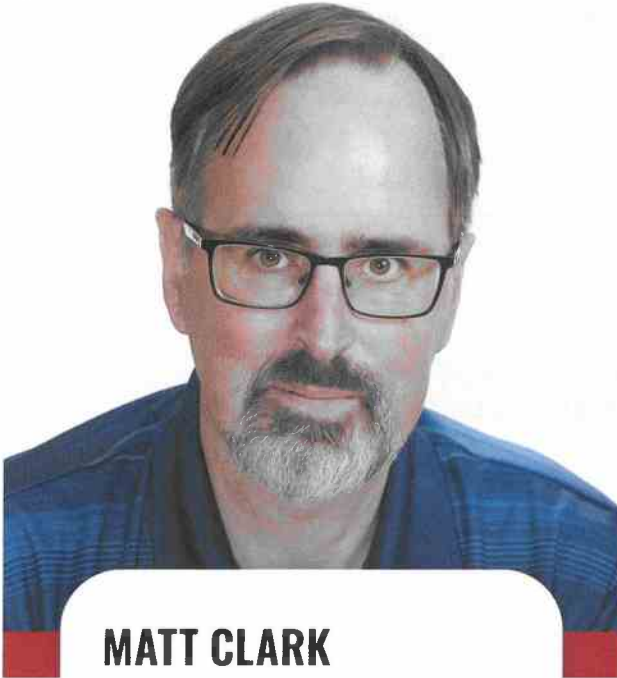
Appleton, WI

| EDUCATION & CERTIFICATIONS

UNIVERSITY OF WISCONSIN-PLATTEVILLE

Bachelor of Science - Industrial Technology Management/Building
Construction Management

| OSHA 10-Hour Certification



MATT CLARK

CONCEPTUAL ESTIMATOR


LEED GREEN ASSOCIATE

Matt develops quality estimates at conceptual and construction document levels; evaluates material and labor costs; selects, evaluates, and tabulates subcontractor estimates and materials; and prepares final tabulations, bid submittals, and presentation of project costs to owners. He attends meetings and assists with detailed, open-book estimates. He will explore a variety of building systems to establish an optimum design that meets budget expectations.

1. FIRM PROFILE & PROJECT STAFFING


5. Provide copies of budget estimates from three past similar projects indicating what initial budget was and what final cost was.

BUDGET ESTIMATES

<div>  <div> Waupaca DPW 9/21/2022 </div> </div>			
Section Description	Subcontractor	Final Budget / Bid Day	Initial Budget
--- Base Estimate ---			
Cast In Place Concrete	MIRON CONSTRUCION	\$ 1,532,650	\$ 1,684,210
Masonry	MIRON CONSTRUCTION	\$ 280,956	\$ 277,850
Steel Fabrication and Erection	NIMSGERN STEEL CORP	\$ 420,000	\$ 442,796
General Trades	MIRON CONSTRUCTION	\$ 185,904	\$ 300,277
Air Barriers	ZANDER SOLUTIONS	\$ 5,995	\$ 12,795
Metal Wall Panels	DESIGN POINT EXTERIORS	\$ 64,000	\$ 100,244
Roofing	W&L INSULATION AND ROOFING	\$ 178,109	\$ 148,873
Joint Sealants	CAULKING PLUS INC	\$ 33,419	\$ 29,955
Overhead Doors	OVERHEAD DOOR CO OF APPLETON	\$ 130,754	\$ 80,000
Aluminum Windows, Entrances, Glass/Glazing	OMNI GLASS & PAINT	\$ 59,165	\$ 61,418
Gypsum Board Systems	APPLETON LATHING CORP	\$ 109,157	\$ 122,748
Suspended Acoustical Ceilings	VERHALEN	\$ 10,857	\$ 11,935
Resinous Flooring	CONCRETE SPECIALTIES MIDWEST	\$ 10,700	\$ 18,690
Painting and Wallcovering	MJLP DRYWALL & COATINGS	\$ 77,748	\$ 72,058
Operable Partitions	JWC BUILDING SPECIALTIES	\$ 13,746	\$ 14,882
Automotive Equipment	WALT'S PETROLEUM SERVICE	\$ 394,560	\$ 429,043
Vehicle Wash Equipment	BEAVER OF WISCONSIN	\$ 83,746	\$ 75,000
Metal Building Systems	JOHN WANTA BUILDERS	\$ 985,925	\$ 1,313,550
Fire Suppression	FIRELINE SPRINKLER	\$ 75,200	\$ 149,021
Plumbing	JIM'S PLUMBING AND HEATING	\$ 341,110	\$ 376,400
HVAC	B&P MECHANICAL	\$ 1,001,800	\$ 878,295
Electrical	PIEPER ELECTRIC	\$ 531,600	\$ 690,400
Earthwork, Building and Selective Site Demolition	STUCZYNSKI TRUCKING & EXC	\$ 273,715	\$ 403,077
Asphalt Paving	AMERICAN ASPHALT OF WI	\$ 130,190	\$ 140,496
Site Concrete	MARTELL CONSTRUCTION	\$ 72,900	\$ 59,253
Fencing	AMERICAN FENCE	\$ 44,000	\$ 26,100
Site Utilities	WOOD SEWER & EXCAVATING	\$ 120,643	\$ 127,000
Quality Requirements (Testing)	ALLOWANCE	\$ 7,500.00	\$ 7,500
--- Base Estimate --- Total		\$ 7,176,049	\$ 8,053,866
General Conditions		\$ 273,500.00	\$ 273,500
General Requirements		\$ 200,000.00	\$ 200,000
Winter Conditions / Temp Heat & Enclosure		\$ 100,000.00	\$ 100,000
Building Permit (Based on Value)		\$ -	\$ -
Subtotal		\$ 7,749,549	\$ 8,627,366
Insurance Requirements	0.65%	\$ 50,372	\$ 56,078
Builder's Risk	0.08%	\$ 6,200	\$ 6,902
Reproduction Expenses		\$ 5,000	\$ 5,000
Construction Manager's Contingency	10.00%	\$ 774,955	\$ 862,737
Collaboration Software	0.15%	\$ 11,818	\$ 13,157
Subtotal		\$ 8,597,894	\$ 9,571,240
Construction Fee	2.25%	\$ 193,453	\$ 215,353
Project Construction Subtotal		\$ 8,791,347	\$ 9,786,593
Inflation	0.00%	\$ -	\$ -
Construction Total with Inflation Factor		\$ 8,791,347	\$ 9,786,593
Performance and Payment Bond	0.68%	\$ 59,781	\$ 67,004
Construction Total		\$ 8,851,128	\$ 9,853,597
Design & Engineering Fees		\$ 335,686	\$ 489,330
Owner Costs (Asbestos Abatement, Soil Borings, etc.)		\$ 25,000	\$ 25,000
Owner FFE		\$ -	\$ -
Exterior Signage & Room Identification		\$ -	\$ -
Technology		\$ -	\$ -
Grand Total		\$ 9,211,814	\$ 10,367,927

<div>  <div> Waupaca County Highway Department New Facility 8/22/2018 </div> </div>				
Section Description	Subcontractor	Final Budget / Bid Day		Initial Budget
--- Base Estimate ---				
Earthwork	Faulks Bros. Construction, Inc.	\$ 1,572,890		\$ 891,071
Site Preparation	Waupaca County	\$ 757,402		\$ 757,402
Asphalt Paving	Waupaca County	\$ 790,339		\$ 790,339
Pavement and Parking Striping	Seven Hills Striping, Inc.	\$ 1,390		\$ -
Site Concrete	*****Need Subcontractor*****	\$ 662,456		\$ 662,456
Fencing	Fortress Fence	\$ 58,910		\$ 122,856
Seeding and Landscaping	Carl's Landscaping Services, Inc.	\$ 81,248		\$ 100,000
Site Utilities	R.G. Schmidt Inc.	\$ 303,200		\$ 224,689
Building Cast-in Place Concrete	Miron Construction Co., Inc.	\$ 2,578,682		\$ 2,643,865
Precast Concrete and Steel - Furnish and Erect	Miron Construction Co., Inc.	\$ 3,533,872		\$ 3,384,855
Masonry	Wm. A. Hein Construction Co., Inc.	\$ 450,800		\$ 581,092
General Trades	Miron Construction Co., Inc.	\$ 447,114		\$ 529,536
Waterproofing	*****Need Subcontractor*****	\$ 4,820		\$ 4,820
Casework and Countertops	Commercial Interiors Inc.	\$ 46,153		\$ 43,503
EIFS	Appleton Lathing Corporation	\$ 16,300		\$ 18,000
Metal Wall Panels	Muza Sheet Metal	\$ 77,174		\$ 71,397
Roofing and Metal Roof Panels	Maurer Roofing Inc.	\$ 795,900		\$ 1,105,576
Caulking	MJLP Drywall & Coatings	\$ 12,150		\$ 83,367
Applied Fireproofing	C.M. Morris Group Inc.	\$ 26,250		\$ 9,848
Sectional OH Doors and Coiling Grilles	EZ Glide	\$ 161,500		\$ 118,028
Aluminum Windows, Entrances, Glass/Glazing	Corcoran Glass & Paint, Inc.	\$ 310,953		\$ 225,155
Cold Formed Metal Framing & Gypsum Board Systems	Kohel Drywall LLC	\$ 266,916		\$ 268,168
Tile	H. J. Martin & Son, Inc. (Contracts GG & JJ)	\$ 150,595		\$ 53,707
Suspended Acoustical Ceiling and Acoustical Panels	VerHalen Inc.	\$ 33,601		\$ 48,591
Resilient Flooring, Base and Carpet	H. J. Martin & Son, Inc. (Contracts GG & JJ)	\$ -		\$ 93,834
Resinous Flooring - Locker Room Area	Kevco Inc (Contract KK & LL)	\$ 60,145		\$ 18,714
Resinous Flooring - Wash Bay and Brine Room Areas	Kevco Inc (Contract KK & LL)	\$ -		\$ 62,729
Painting and Wallcovering	MJLP Drywall & Coatings LLC	\$ 182,583		\$ 201,789
Monument Sign	Stratford Sign Company, LLC	\$ 36,258		\$ 20,000
Window Shades and Screens	Campbell's Contract Interiors, LLC	\$ 5,580		\$ 8,400
Weigh Scale	Badger Scale Inc.	\$ 79,772		\$ 107,600
Operable Partitions	JWC Building Specialties	\$ 13,875		\$ 18,071
Metal Lockers	*****Need Subcontractor*****	\$ 17,624		\$ 17,624
Vehicle Washing System	Beaver of Wisconsin Inc.	\$ 278,930		\$ 250,000
Brine Making System	Monroe Truck Equipment	\$ 151,123		\$ 115,000
Vehicle Lifts	U.S. Petroleum Equipment (Contracts VV & WW & YY)	\$ 394,347		\$ 187,500
Fueling System	U.S. Petroleum Equipment (Contracts VV & WW & YY)	\$ -		\$ 197,000
Bridge Cranes	Contrx Cranes	\$ 124,580		\$ 186,033
Bulk Fluids System	U.S. Petroleum Equipment (Contracts VV & WW & YY)	\$ -		\$ 73,000
Pre-Engineered Metal Building Systems	John Wanta Builders Inc.	\$ 419,900		\$ 714,665
County Salt and County Sand Storage Buildings	T2 Contracting	\$ 754,662		\$ 1,020,350
Fire Suppression	Fireline Sprinkler LLC	\$ 130,000		\$ 299,028
Plumbing	Jim's Plumbing & Heating, Inc.	\$ 704,000		\$ 932,085
HVAC	PGA Inc	\$ 1,450,000		\$ 1,810,656
Electrical	Disher Electric Inc.	\$ 973,965		\$ 2,013,008
We Energies Electrical Relocation	Allowance	\$ 9,206		\$ 9,206
Public Utility Extensions	Allowance	\$ 139,700		\$ 139,700
Testing and Field Verification	Allowance	\$ 81,527		\$ 81,527
General Conditions	Miron Construction Co., Inc.	\$ 334,160		\$ 334,160
General Requirements	Miron Construction Co., Inc.	\$ 260,000		\$ 260,000
Winter Conditions	Allowance	\$ 50,000		\$ 50,000
--- Base Estimate --- Total		\$ 19,792,552		\$ 22,000,000
Subtotal Before Mark-Ups		\$ 19,792,552		\$ 22,000,000
Building Permit (Based on Value)		\$ 25,000		\$ 25,000
Insurance Requirements	0.65%	\$ 128,652		\$ 143,000
Builders Risk Insurance	0.08%	\$ 15,042		\$ 16,720
Reproduction Expenses		\$ 10,000		\$ 10,000
Project Contingency		\$ 1,090,269		\$ 1,090,269
Owner Contingency		\$ 618,050		\$ -
Subtotal		\$ 21,679,565		\$ 23,284,989
Pre-Construction Fee		\$ 20,000		\$ 20,000
Construction Fee	1.50%	\$ 325,193		\$ 349,275
Project Construction Total		\$ 22,024,759		\$ 23,654,264
Performance and Payment Bond	0.55%	\$ 121,856		\$ 130,818
Grand Total		\$ 22,146,615		\$ 23,785,082

1. FIRM PROFILE & PROJECT STAFFING

<div>  <div> Shawano Municipal Utilities New HQ Building Bid Package 2 7/12/2023 </div> </div>			
Section Description	Subcontractor	Final Budget / Bid Day	Initial Budget
--- Base Estimate ---			
Cast In Place Concrete	Lewis Construction	\$ 758,370	\$ 765,226
Masonry	Miron Construction Co., Inc.	\$ 1,021,586	\$ 993,399
Steel Fabrication and Erection	Miron Construction Co., Inc.	\$ 746,827	\$ 751,408
Steel Fabrication (Bar Joist and Decking)	Endres Mfg Co. (plus added BP#2 Scope)	\$ 225,500	\$ 225,000
General Trades	Miron Construction Co., Inc.	\$ 746,022	\$ 549,894
Fluid Applied Air Barrier	Appleton Lathing Corporation	\$ 53,763	\$ 47,263
Metal Wall Panels	Muza Sheet Metal Co.	\$ 339,087	\$ 302,004
Roofing	W&L Insulation & Roofing, INC.	\$ 336,354	\$ 610,596
Caulking	Caulking Plus, INC.	\$ 19,889	\$ 12,019
Doors, Frames and Hardware	H.J. Martin & Son, INC.	\$ 106,645	\$ 128,187
Overhead Doors	EZ Glide Garage Doors and Openers	\$ 76,500	\$ 64,000
Aluminum Windows, Entrances, Glass/Glazing, Sun Control Devices	Corcoran Glass and Paint	\$ 266,839	\$ 201,757
Gypsum Board Systems	Verhalen	\$ 289,569	\$ 424,128
Tile	Gegare Tile, INC.	\$ 32,740	\$ 35,380
Suspended Acoustical Ceiling and Acoustical Panels	Appleton Lathing Corporation	\$ 61,840	\$ 78,230
Resilient Flooring, Base and Carpet	Macco's Commercial Interiors	\$ 41,600	\$ 47,115
Resinous Flooring	Protective Coating Specialists, INC.	\$ 26,470	\$ 28,035
Painting and Wallcovering	MJLP Drywall and Coatings, INC.	\$ 76,910	\$ 101,214
Fire Suppression	J.F. Ahern Co.	\$ 107,020	\$ 150,260
Plumbing	Brandenburg	\$ 317,100	\$ 521,210
HVAC	B & P Mechanical, INC. \$845,850	\$ 845,850	\$ 1,048,217
Geothermal Bore Field System	G.O. Loop	\$ 180,000	\$ 160,400
Electrical	Radtko-Reuter Electric LLC	\$ 604,822	\$ 691,043
Electrical Generator	Krueger Sign & Electric (Includes 26.10 & 26.20 +ROM for BP#1 changes)	\$ 248,957	\$ 150,000
Electrical Panelboards and Switchboards	Krueger Sign & Electric (Includes 26.10 & 26.20)	\$ -	\$ 68,957
Earthwork, Building and Selective Site Demolition	Ostrega Excavating	\$ 316,208	\$ 488,406
Foundation Piling System	Midwest Drilled Foundations & Engineering, INC.	\$ 114,700	\$ 160,000
Asphalt Paving	Northeast Asphalt	\$ 142,520	\$ 158,666
Site Concrete	Martell Construction, INC.	\$ 113,900	\$ 122,803
Seeding and Landscaping	Willems Landscape Service, INC.	\$ 52,296	\$ 65,000
Site Utilities	Joe DeNoble Sewer & Water	\$ 191,767	\$ 282,904
Quality Requirements (Testing)	Allowance	\$ 35,000	\$ 16,679
--- Base Estimate --- Total		\$ 8,496,651	\$ 9,469,931
Natural Gas Service Allowance	Allowance	\$ 4,400	\$ 4,400
Temporary Electrical Gear Allowance	Allowance	\$ 100,000	\$ -
Soffit Allowance	Allowance	\$ 95,000	\$ -
Soils and Dewatering	Allowance	\$ 100,000	\$ -
80 kw roof mounted photovoltaic solar array system	Allowance	\$ 240,000	\$ -
Subtotal		\$ 9,036,051	\$ 9,474,331
General Conditions		\$ 328,200	\$ 328,200
General Requirements	Allowance	\$ 213,172	\$ 213,172
LEED Documentation & Fees	Allowance	\$ 75,000	\$ 50,000
Winter Conditions / Temp Heat & Enclosure	Allowance	\$ 100,000	\$ 75,000
Building Permit (Based on Value)	Allowance	\$ 12,000	\$ 12,000
Subtotal		\$ 9,764,423	\$ 10,152,703
Insurance Requirements	0.65%	\$ 63,469	\$ 65,993
Builder's Risk	0.08%	\$ 7,812	\$ 8,122
Reproduction Expenses	Allowance	\$ 5,000	\$ 5,000
Project Contingency		\$ 659,926	\$ 659,926
Subtotal		\$ 10,500,630	\$ 10,891,744
Construction Fee	2.45%	\$ 257,265	\$ 266,848
Project Construction Subtotal		\$ 10,757,895	\$ 11,158,592
Performance and Payment Bond	1.00%	\$ 107,579	\$ 112,713
Construction Total		\$ 10,865,474	\$ 11,271,305
Asbestos Abatement		\$ 40,175.00	\$ 40,175
Temporary Data Relocation		\$ 23,889.00	\$ 23,889
Temporary Office Relocation		\$ 60,225.00	\$ 60,225
Technology & AV		\$ 115,000.00	\$ 115,000
Furnishings, Fixtures and Equipment (FFE)		\$ 311,930.00	\$ 311,930
Design Fees		\$ 752,255.00	\$ 752,255
Surveying		\$ 3,350.00	\$ 3,350
Soil Testing / Geotechnical		\$ 12,500.00	\$ 12,500
HGA Commissioning		\$ 56,800.00	\$ 56,800
Grand Total		\$ 12,241,598	\$ 12,870,229



2. SIMILAR PROJECT EXPERIENCE

1. Provide list of past projects similar to this project completed during the last 3 years.

| SIMILAR PROJECTS

Below is a list of recent similar projects. We have included additional relevant experience on the following pages that share similarities with your project and illustrate our ability to successfully deliver highway facilities and municipal buildings.

PROJECT EXPERIENCE - PUBLIC WORKS

Miron Construction Co., Inc.

Project Name	Location	Architect	Project Amount	Completion
Shawano Municipal Utilities New Headquarters	Shawano	WI Dimension IV of Madison	\$10,800,000	07.29.2024
City of Waupaca Department of Public Works Facility	Waupaca	WI Barrientos Design & Consulting	\$9,200,000	03.15.2024
Sawyer County Courthouse Addition and Renovation	Hayward	WI Venture Architects	\$8,600,000	08.11.2023
Village of Weston Municipal Center	Weston	WI Kueny Architects, LLC	\$14,400,000	01.04.2023
Marshfield Utilities Facility Building	Marshfield	WI Birschbach & Associates, Ltd.	\$14,700,000	12.01.2022
Green Bay Water Utility Addition & Renovation	Green Bay	WI Short Elliott Hendrickson Inc. (SEH)	\$5,015,000	12.15.2021
Black River Falls Municipal Utilities New Utility Operations Building	Black River Falls	WI Short Elliott Hendrickson Inc. (SEH)	\$3,700,000	12.07.2021
Pepin County Highway Facility	Arkansaw	WI Barrientos Design & Consulting	\$8,400,000	08.02.2021
Menasha Public Works Facility	Menasha	WI Gries Architectural Group	\$9,900,000	03.30.2021

MARSHFIELD UTILITIES
NEW FACILITY BUILDING
MARSHFIELD, WISCONSIN



A new facilities building comprised of administrative offices, a storage warehouse, and a parking garage combines city water, electric, gas, and communications departments. Phase one included the construction of a two-story, 28,500-square-foot office building that houses power and water employees. Phase two included the construction of a 54,500-square-foot warehouse to hold vehicles and large equipment.

OWNER: MARSHFIELD UTILITIES
AREA: 82,596 SF
PROJECT: \$14,700,000
COMPLETION: DECEMBER 2022
DELIVERY: CONSTRUCTION MANAGER AT RISK

PROJECT MANAGER: BRIAN FRYE

CALUMET COUNTY
HIGHWAY FACILITY
CHILTON, WISCONSIN



Calumet County's new public works building is a precast structure with steel roof joist, EPDM roofing, and masonry veneer on the structure's office exterior.

The facility provides:

- | Repair bays (6) with overhead crane
- | Vehicle storage area
- | Locker rooms and showers
- | Meeting/training room and offices
- | Parts and bulk fluids storage rooms
- | Recessed vehicle lift and surface-mounted small vehicle lift

OWNER: CALUMET COUNTY
PROJECT: \$7,366,012
AREA: 48,416 SF
COMPLETION: OCTOBER 2017
DELIVERY: CONSTRUCTION MANAGEMENT

2. SIMILAR PROJECT EXPERIENCE

VILLAGE OF WESTON
MUNICIPAL CENTER
WESTON, WISCONSIN



The project consists of an 114,400 sq. ft. two story New Municipal Center Building to be constructed at Camp Philips Road. Project to include Municipal Offices, Fleet Storage and Maintenance, Salt Storage, and related site work.

OWNER: VILLAGE OF WESTON
PROJECT: \$14,300,000
AREA: 114,400 SF
COMPLETION: SEPTEMBER 2022

PROJECT MANAGER: BRIAN FRYE

BLACK RIVER FALLS MUNICIPAL UTILITIES

UTILITY OPERATIONS BUILDING
BLACK RIVER FALLS, WISCONSIN



OWNER: BLACK RIVER FALLS MUNICIPAL UTILITIES
AREA: 22,668 SF
PROJECT: \$3,700,000
COMPLETION: DECEMBER 2021
DELIVERY METHOD: CONSTRUCTION MANAGER AT RISK

Miron served as the construction manager on the new facility for Black River Falls Municipal Utilities. The 22,668-square-foot facility includes office space, indoor heated storage space, and an outdoor storage yard. The building was constructed using precast wall panels and a metal joist and deck roof structure. The office space was constructed utilizing metal stud construction with a standing seam metal roof and masonry veneer.

2. SIMILAR PROJECT EXPERIENCE

VILLAGE OF LITTLE CHUTE

MUNICIPAL BUILDING

LITTLE CHUTE, WISCONSIN



OWNER: VILLAGE OF LITTLE CHUTE
AREA: 68,086 SF
PROJECT: \$6,057,000
COMPLETION: OCTOBER 2017
DELIVERY: CONSTRUCTION MANAGER AT RISK

ESTIMATOR: MATT CLARK



"It will make for much smoother operations for the Village in not only the operations side but in maintaining and taking care of our equipment."

- James Fenlon, Village of Little Chute Administrator

Having outgrown their current facility, the Village embarked on the construction of this new Municipal Services Building to house the Department of Public Works and the Department of Parks, Recreation and Forestry. The new facility more than doubles the square footage of the old building and provides space for office staff, meeting space, and locker rooms with showers.

The site houses all of the Village's large equipment, including garbage trucks and plows, and provide a repair shop, carpenter shops, manual wash bay, and large vehicle storage bay. The facility improves not only the efficiency of operations, but advances the care and maintenance of village-owned equipment.

CITY OF MENASHA
PUBLIC WORKS FACILITY
MENASHA, WISCONSIN



OWNER: CITY OF MENASHA
AREA: 21,000 SF
PROJECT: \$9,900,000
COMPLETION: MARCH 2021
DELIVERY: GENERAL CONTRACTOR



The new municipal building for the Department of Public Works includes a vehicle maintenance shop with an overhead crane, vehicle storage, wash bay, sign and wood workshops, parts room, crew locker rooms, a break and training room, and offices.



2. SIMILAR PROJECT EXPERIENCE

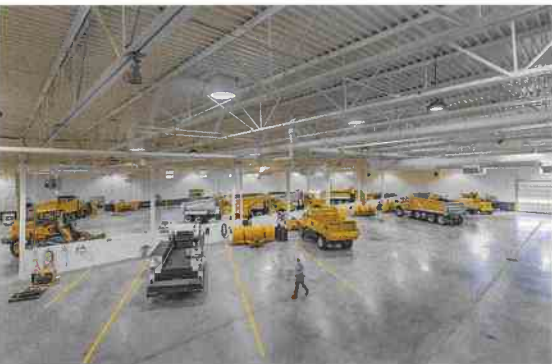
PEPIN COUNTY
HIGHWAY FACILITY
ARKANSAW, WISCONSIN



OWNER: PEPIN COUNTY
AREA: 41,841 SF
PROJECT: \$8,400,000
COMPLETION: AUGUST 2021
DELIVERY: CONSTRUCTION MANAGER AT RISK

The scope of this project included a repair garage complete with a 10-ton crane, truck wash station, administrative offices, parts storage, and several out-buildings for additional storage of equipment, salt, and sand.

WAUPACA COUNTY
HIGHWAY DEPARTMENT FACILITY
WAUPACA, WISCONSIN



OWNER: WAUPACA COUNTY HIGHWAY DEPARTMENT
AREA: 90,988 SF
PROJECT: \$21,000,000
COMPLETION: OCTOBER 2019
DELIVERY: CONSTRUCTION MANAGER AT RISK

ESTIMATOR: MATT CLARK

Miron served as the Construction Manager for a new county highway department maintenance facility in Waupaca County. The building includes new department main offices, repair shops, vehicle storage, cold storage, fuel islands, and salt and sand storage buildings and scales.

2. SIMILAR PROJECT EXPERIENCE

2. Provide up to five (5) owner references on projects completed by your company, preferably government projects similar to this project.

| REFERENCES

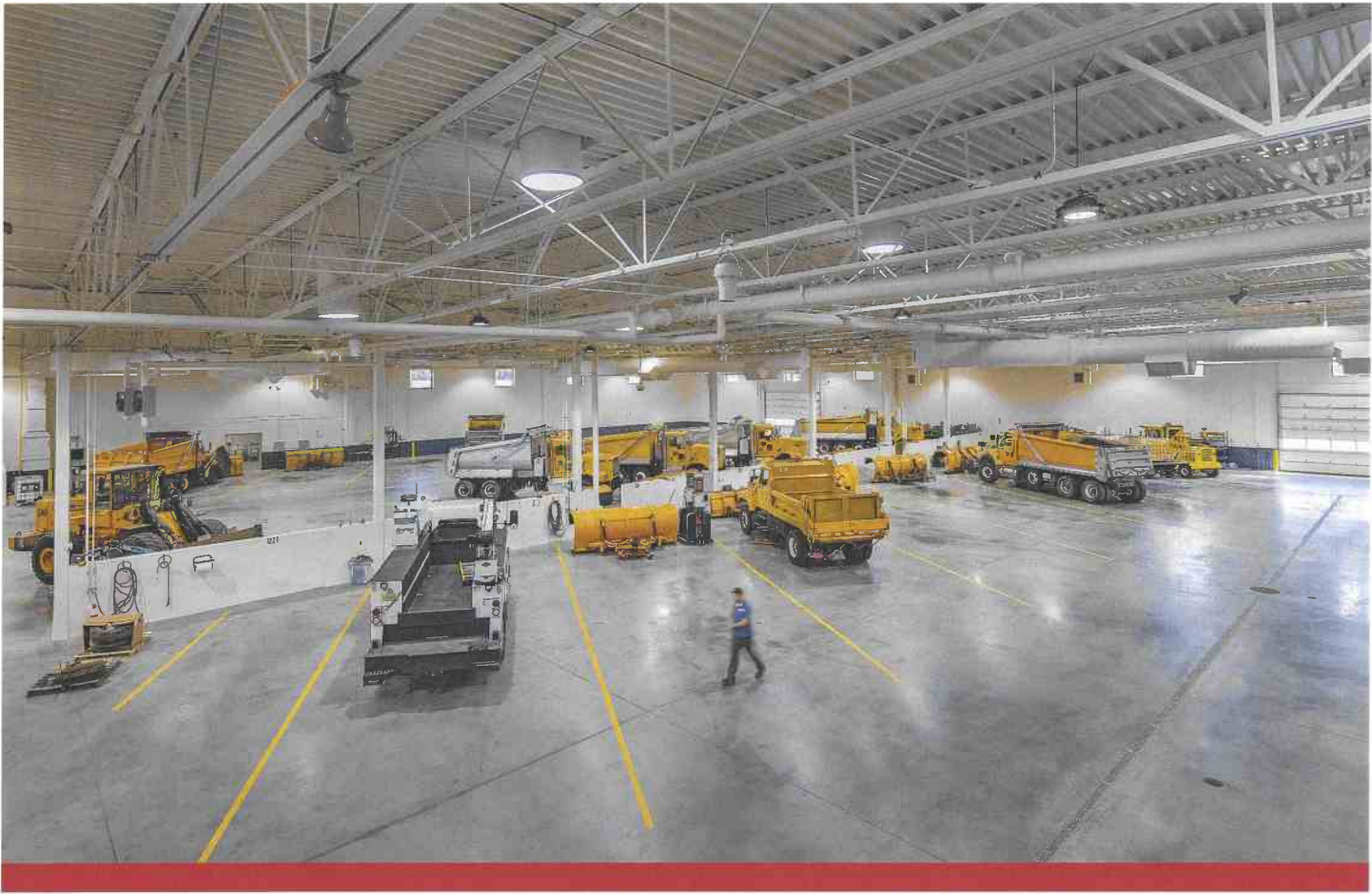
Todd Romenesko
County Administrator
Calumet County Highway Facility
920.849.1448

Troy Streckenbach
County Executive
Brown County
920.448.4001

Casey Beyersdorf
Highway Commissioner
Waupaca County
715.258.7152

Bruce Gomm
Shawano Municipal Utilities General Manager
City of Shawano
715.526.3131

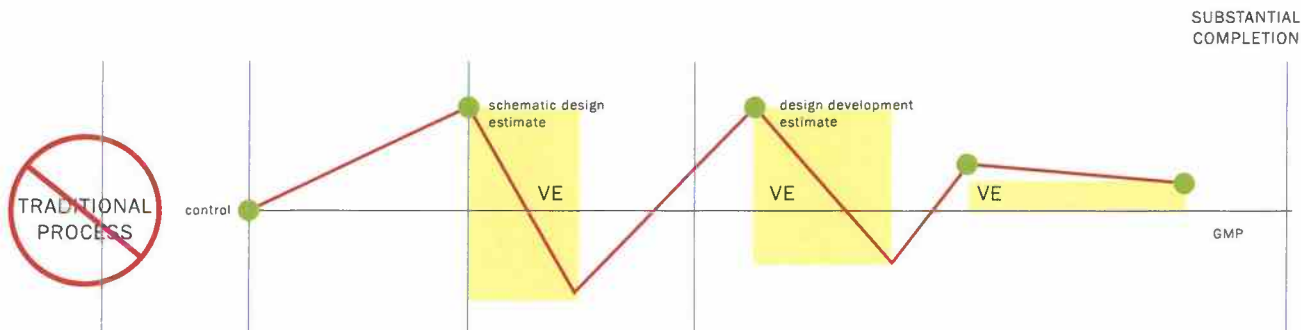
Nicholas Kumm
General Manager
Marshfield Utilities
715.898.2101



3. Describe your ability to provide value engineering services on this project.

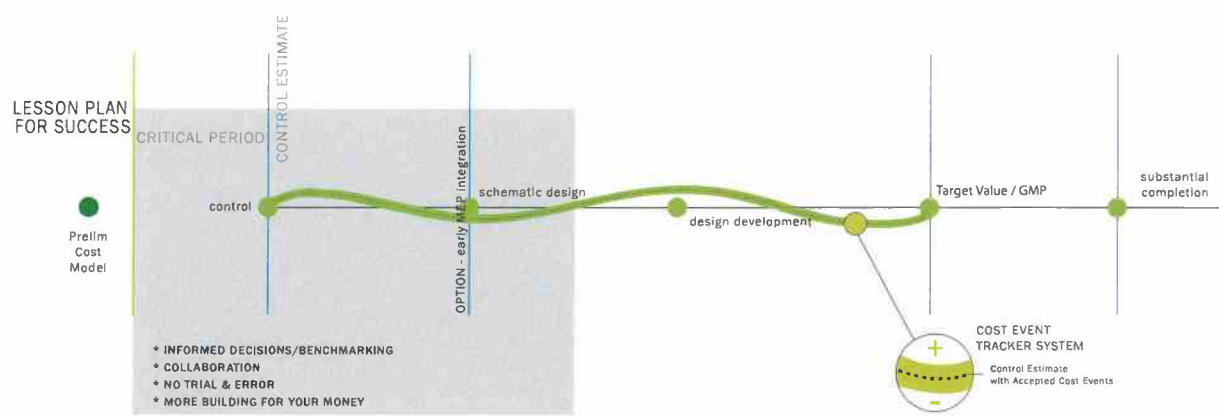
| VALUE ENGINEERING

Traditionally, a contractor's interaction with the design team occurs only at design milestones. Schematic Design, Design Development, and various Construction Document estimates are prepared and a formal value engineering process follows. This process often results in a greater range of potential design solutions until one that meets budget objectives is determined through a series of value engineering efforts. While the end goal of a Target Value (or GMP) is achieved, it can take longer to reach the design results.



An integrated project approach essentially eliminates the need for a formal value engineering process. Since there is continuous analysis of design elements as they are produced, value is added and engineered into the design from the onset. All team members will be able to make informed decisions on a continuous basis rather than only at design milestones. Timely data enhances the process, allowing for quicker and more productive decision making and a reduction in the level of stress the traditional process introduces. The process is smoother, resulting in less design and construction rework. This results in real savings and reduction in project schedule.

Through our early involvement, cost control will begin in earnest during the design phase. By thoroughly understanding the project and developing complete scope documents with the team, the project will garner more complete and competitive bids.



During construction, costs will be managed by our project manager using our project management software. Our system tracks all cost information in real time, including quantities and percentages complete from the field. The project team can review the current status of the project at any time as well as create projections and report cost variances.

3. BIDDING PROCESS

1. Confirm CMAR will obtain at least three (3) bids for each item of work except for General Conditions.

| BIDS

We confirm that we will obtain at least three bids for each item of work except for General Conditions.

2. Confirm CMAR will provide a projected bid summary prior to bid day and a preliminary bid summary to the County at the end of bid day.

| PROJECTED BID SUMMARY

Miron will provide a projected bid summary prior to bid day and a preliminary bid summary to the County at the end of bid day.

3. Confirm CMAR will provide a bid summary and copy of all bids, including incomplete bids, sorted by division in an electronic format to the County within 3 days from bid date.

| BID SUMMARY

Miron will provide a bid summary and copy of all bids, including incomplete bids, sorted by division in an electronic format to the County within three days from the bid date.

4. Confirm the County's opportunity to participate in subcontractor selection.

| SUBCONTRACTOR SELECTION

Miron has a database of more than 5,000 subcontractors and suppliers whom we can ask to bid on your project. Our expertise in packaging and procuring bids will offer you a level of comfort and knowledge that you will be receiving bids from firms who possess the skill and experience necessary to ensure a successful project.



3. BIDDING PROCESS

Before the project is released for bidding purposes, Miron will go through a structured process with the client to ensure that everyone understands the project parameters, review a prospective bidders' list, and provide you the opportunity to add to the list any qualified subcontractors or suppliers with whom you have a relationship. We also invite the architectural team to give input on past experiences and provide recommendations for subcontractors. While we do not wish to exclude bidders, we do want to ensure that the bidding process results in a group of qualified subcontractors willing to commit to the success of the project before, during and after construction.

Criteria we use to pre-select subcontractors is as follows:

- | Safety performance
- | Local labor force availability
- | Local office
- | Past performance on similar projects
- | Relevant experience
- | Financial stability

A pre-bid meeting will be conducted to address any subcontractor/supplier questions, as well as highlight specific items of concern related to the bid package. Miron is committed to a collaborative process, and expect subcontractors to express that commitment as well.

Miron firmly believes in an open book policy. On the day of the bid, we invite Green Lake County and Excel to our office to receive and evaluate the respective bids along with our project team. Prior to the contract award, a thorough scope review is performed by Miron to ensure complete compliance with the contract documents.

Miron is signatory to the masons, carpenters, cement finishers, and operating engineers. Miron employs over 1,000 craftspeople in these categories. All other subcontractors associated with the project can be union or non-union companies. Many of our projects are comprised of union and non-union subcontractors.





5. Identify any bidding processes the CMAR uses that will allow the County to receive a quality project at the best price.

| OUR PROCESS

OPEN BOOK PHILOSOPHY

A successful project requires effective teamwork and collaboration among all project participants. Open, transparent communication is part of our culture, and our approach presents information (including all cost information) in a way that is transparent, simple, and easy to understand. We treat each owner as a partner and each designer as a teammate, allowing the information to flow in the best interest of the project.

BID SCOPES & CATEGORIES

Our team works in coordination with the architects to complete a set of front-end documents that includes all required information to ensure that the bidding contractors are providing complete and accurate bid quotations for the project. We create a bid form along with specific scopes of work that identify specific inclusions and exclusions as it pertains to the specific trade of work being bid. Contractors are allowed to provide bids on multiple packages. However, each bid category must be submitted on a separate bid form for clarity. These bid scope documents are then integrated directly into subcontracts to ensure complete and full scopes of work, and verification that there is no confusion as to what is required by the successful bidder.

Miron may choose to bid certain scopes of work such as concrete, masonry, and general trades. As part of the "Instruction to Bidders", these scopes of work will be underlined in the front end documents stating that Miron intends on bidding these select scopes of work. Subcontractors bidding these same categories will be instructed to send their bids DIRECTLY to the owner on bid day, not to Miron.

3. BIDDING PROCESS

Miron will also send our bid forms for the selected scopes of work directly to the owner to maintain bidder trust and integrity.

BID SOLICITATION

Miron will post the project to our online plan room: www.mironplanroom.com. Here, subcontractors will be able to view and download the bid documents at no charge.

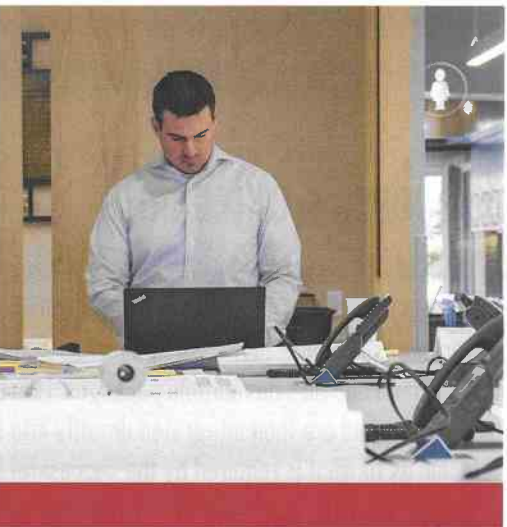
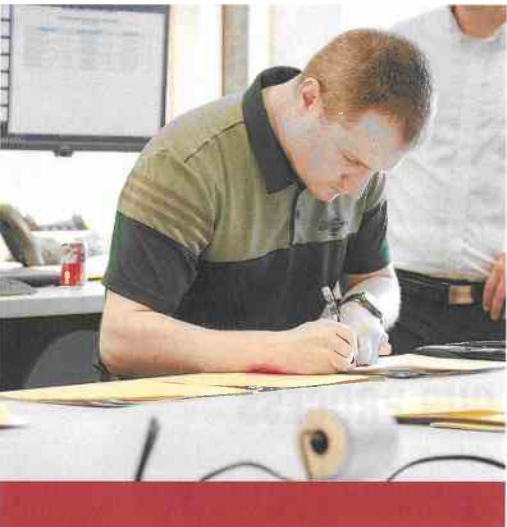
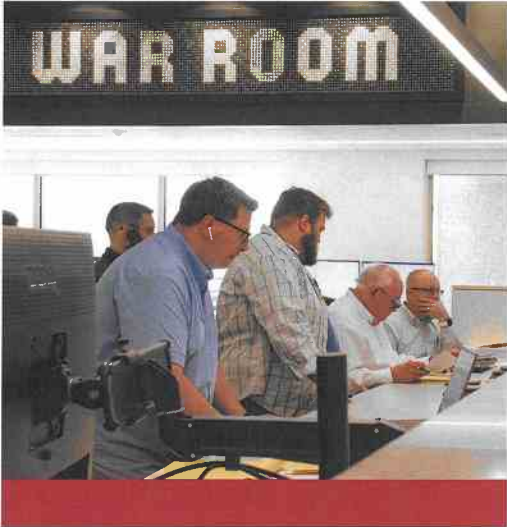
Miron will utilize our subcontractor/supplier database of over 5,000 companies statewide to ensure we receive the most responsive and competitive bids. When doing so, we will provide a list of possible subcontractors (including suppliers who would furnish materials and equipment) from whom bids will be requested for each principal portion of work. This will provide the owner the opportunity to ensure any preferred subcontractors receive an invitation to bid.

BID DAY & INTO CONSTRUCTION

Miron will be collecting bids throughout the day and recording not only bidders and scopes of work, but also tracking how bids compare to the project budget. Once all the bids are received, Miron will send a summary sheet to the team showing the apparent low bids, along with each bid amount, and the resulting total project construction cost.

Miron will also send a separate list showing the scopes of work (including any alternate bids) with each individual bidder name and amount for each category. This allows the team to see who submitted bids and how many bids were received in each category. Miron will perform a thorough review to verify the scope of the bidders. Ultimately, the owner makes the final decision in acceptance of the bids.

After the scope reviews are completed, Miron will submit a final summary sheet showing the construction costs showing the intended subcontractor awards, the associated contract amount, and any alternates accepted, for final team review and acceptance by the owner. This document will serve as the Guaranteed Maximum Price for the project, and Miron will proceed to issue subcontracts and begin material procurement.





4. SELF-PERFORMED WORK

The CMAR is encouraged to bid on divisions of work it can self-perform. The County is requiring all divisions of work to be bid and there is no guarantee that any divisions of work will be performed by the CMAR. Please provide a list of work your firm can provide with your own workforce and what items you are likely to bid on.

| SELF-PERFORMANCE CAPABILITIES

Miron has the ability to self-perform selected construction activities, including concrete, carpentry, masonry, precast and steel erection, demolition, and heavy rigging.

By self-performing in these areas, Miron is able to maintain greater control of the overall project including budget, schedule, quality, and safety. The schedule is maintained by the use of our manpower supply and equipment availability from our own large resources.

Miron consistently maintains a 1,500-plus workforce. This allows us the flexibility to assure our projects are properly staffed to handle the self-performed work.

| SELF-PERFORMANCE BENEFITS

A self-performing contractor, by nature, is more proactive at anticipating and resolving construction issues because they are performing the critical tasks associated with the project. When an owner allows a general contractor to self-perform it means the

contractor is utilizing their organization's strengths to ensure the overall success of the project.

The owner is rewarded with a number of benefits including quality assurance, better communication, control over the schedule, cost savings and efficient utilization of manpower and machinery.

When Miron self-performs, the owner captures the savings, not Miron. When the project comes in less than the GMP (Guaranteed Maximum Price) the difference is returned to the owner. The amount saved is available for owner-requested changes or can be allocated to another part of the project.



SELF-PERFORMANCE ADVANTAGES

- | | |
|----------|---------|
| Cost | Quality |
| Schedule | Safety |



5. SCHEDULE, BUDGET, COMPENSATION & GENERAL CONDITION COST

1. Estimate the construction duration of this project in months and provide general conditions cost per month based upon attached general conditions spreadsheet.

| CONSTRUCTION DURATION & GENERAL CONDITIONS

General Conditions: \$29,900/month

Duration: 12 months

2. Provide what your mark-up for overhead and profit will be on this project as a percentage of the construction cost. The overhead and profit should include all office costs including Project Manager, Clerical and Administrative cost. It should also include costs for both the Pre-Construction and Bidding detailed above.

| OVERHEAD & PROFIT

Markup: 1.90% of the cost of work

3. Provide what your mark-up for overhead and profit will be for change orders.

| MARK-UP ON CHANGE ORDERS

Change Order Markup: 1.90% of the cost of work

4. Complete the attached itemized list of all general conditions cost for this project and provide a cost for these general condition management services for the expected duration of the project or on a monthly basis.

| GENERAL CONDITIONS

Please see our completed general conditions spreadsheet on the following page.

5. SCHEDULE, BUDGET, COMPENSATION & GENERAL CONDITION COST



Project Name:	Green Lake County Highway Commission		
Excel Job #: 230486600			
	In General Conditions	In CM Fees	Not Included
Mobilization	X		
Temporary Electric & Hook up	X		
Temporary Telephone & installation	X		
Drinking Water	X		
Temporary Toilets	X		
Jobsite Office	X		
Project Secretary	X		
Copier	X		
Postage	X		
Fax Machine	X		
As Built Document Maintenance		X	
Progress Photographs		X	
First Aid Materials		X	
Project Administrative Services	X		
Estimating Services		X	
Computerized Scheduling		X	
Safety Engineer & Reporting		X	
Safety Fencing & Barracades			GENERAL REQUIREMENT
Value Engineering		X	
Project Manager	X		
Travel costs	X		
Bid Procurement		X	
Superintendent	X		
Insurance Premiums			SEE BELOW
Project Executive	X		
Pickups	X		
Job Storage Trailer			GENERAL REQUIREMENT
TOTAL GENERAL CONDITIONS/ MONTH	\$29,900		
NEGOTIATED FEE AS PERCENT	1.90%		
INSURANCE AS PERCENTAGE	0.65%		
CHANGE ORDER FEE AS PERCENT	1.90%		

5. In the event the project would not proceed after completing the Pre-Construction portion or the Bidding portion of this project, indicate what your fees would be for each of these services.

| FEES

If the project does not proceed after completing the preconstruction portion or the bidding portion of this project, we would request these values as a lump sum:

- | Preconstruction Services Fee: \$30,000
- | Bidding Services Fee: \$25,000

6. Please note any exceptions you take and provide suggested improvements to services required by the CMAR during Pre-Construction and Bidding portions of the project.

| EXCEPTIONS

Miron takes no exceptions.

MILESTONE SCHEDULE

[illegible]



STAY GROUNDED | THINK BIG | RALLY TOGETHER | DIG DEEP | BUILD LEGACIES



Building Excellence



COUNTY GOVERNMENT ADMINISTRATION OPTIONS

- Sarah Diedrick-Kasdorf, Wisconsin Counties Association
- Andy Phillips, Attolles Law s.c.

**JUNEAU COUNTY
AUGUST 29, 2024**

COUNTY STRUCTURE

- ▶ County authority comes from Chapter 59
 - ▶ Municipal authority comes from the Constitution
- ▶ Counties are a body corporate that can sue and be sued
- ▶ Powers are limited by state statute
 - ▶ Administrative Home Rule
- ▶ Counties are governed by a board of supervisors
 - ▶ Board size ranges from 7 - 38

ADMINISTRATIVE HOME RULE

- ▶ Sec. 59.03(1) - Every county may exercise any organizational or administrative power, subject only to the constitution and to any enactment of the legislature which is of statewide concern and which uniformly affects every county

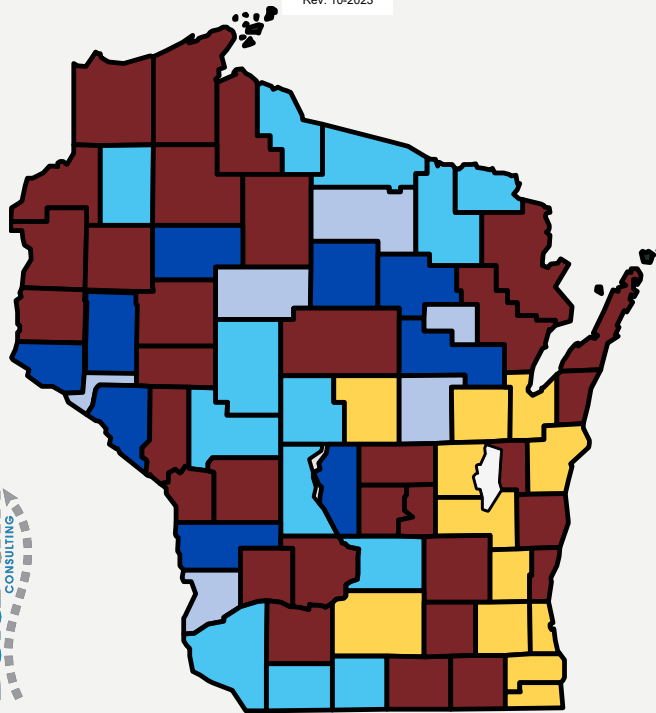
FORMS OF COUNTY GOVERNMENT

Three types

- ▶ County Executive
- ▶ County Administrator
- ▶ County Administrative Coordinator

County Form of Government

Rev. 10-2023



County Administrator

County Executive

Administrative Coordinator (Sole Job)

Administrative Coordinator (Dual Staff Role)

Administrative Coordinator (Elected Official)

Full Time Dedicated Positions: 53 Counties

12 Elected County Executives (CE)

33 Appointed County Administrators (CA)

8 Appointed Administrative Coordinators (AC)

Dual Role Positions: 19 Counties

8 AC/County Clerks

4 AC/Board Chairs

4 AC/Human Resources

1 AC/Finance Director

1 AC/Human Services

1 AC/Highway Commissioner

COUNTY EXECUTIVE (WIS STAT 59.17)

- Required for counties over 750,000 in population
 - If not required may create or abolish by resolution of the board or petition and referendum
- Four-year term
- Serves as the chief executive officer of the county
 - Enforce/administer county ordinances and state and federal laws

COUNTY EXECUTIVE (WIS STAT 59.17)

- Coordinates and directs all administrative and management functions of the county government not otherwise vested by law in other elected officers
- Appoints and supervises department heads subject to board confirmation (unless waived)
 - May remove department heads
- Appoints members to boards and commissions subject to board confirmation

COUNTY EXECUTIVE (WIS STAT 59.17)

- Submits an annual budget to the county board
- Has veto authority
 - may veto ordinances and resolutions, increases or decreases in the budget
 - has broader veto authority than Governor
 - county board can override veto with 2/3 vote of the members-elect
- May be removed from office by governor for cause

COUNTY ADMINISTRATOR [WIS STAT 59.18]

- An option for counties having a population of 750,000 or less
- Position created by resolution of the board or by petition and referendum
- Appointed by majority vote of the county board

COUNTY ADMINISTRATOR

[WIS STAT 59.18]

- Serves as the chief administrative officer of the county
 - Shall take care that every county ordinance and state or federal law is observed, enforced and administered within the county

COUNTY ADMINISTRATOR (WIS STAT 59.18)

- Duties and powers:
 - Coordinates and directs all administrative and management functions of the county government not vested by law with other officers, boards or commissions
 - Appoints/removes and supervises department heads subject to board confirmation (unless waived)
 - Department head supervises the administration of the department subject to Administrator oversight
 - Board and committees perform advisory or policy-making functions authorized by statute and resolution

COUNTY ADMINISTRATOR (WIS STAT 59.18)

- Duties and powers:
 - Appoints members to boards and commissions (board confirmation)
 - May appoint an administrative secretary and additional staff assistants, as necessary
 - Submits annual budget

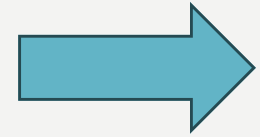
COUNTY ADMINISTRATOR (WIS STAT 59.18)

- Qualifications for appointment:
 - Appointed solely on merit
 - Board shall give due regard to training, experience, administrative ability and general qualifications and fitness for performing the duties of the office
- No weight or consideration shall be given by the board to residence, to nationality, or to political or religious affiliations

COUNTY ADMINISTRATOR (WIS STAT 59.18)

- Removal
 - Board may remove at any time that the county administrator's conduct of the county administration becomes unsatisfactory (action of the board shall be final)
- Vacancy
 - Filled by appointment by majority vote of the board

ADMINISTRATIVE COORDINATOR ADMINISTRATOR HUMAN SERVICES



Wis. Stat. § 46.23(4)(b)2.

In any county with a county executive or county administrator and which has established a single-county department of human services, the county executive or county administrator shall appoint, subject to confirmation by the county board of supervisors, the county human services board, which shall be only a policy-making body determining the broad outlines and principles governing the administration of programs under this section. A member of a county human services board appointed under this subdivision may be removed by the county executive or county administrator on due notice in writing.

ADMINISTRATIVE COORDINATOR ADMINISTRATOR HUMAN SERVICES (CONT.)

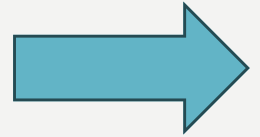


Wis. Stat. § 46.23(5m)

(5m) POWERS AND DUTIES OF COUNTY HUMAN SERVICES BOARD IN CERTAIN COUNTIES WITH A COUNTY EXECUTIVE OR COUNTY ADMINISTRATOR. A county human services board appointed under sub. (4) (b) 2. shall:

- (a) Appoint committees consisting of residents of the county to advise the county human services board as it deems necessary.
- (b) Recommend program priorities and policies, identify unmet service needs and prepare short-term and long-term plans and budgets for meeting such priorities and needs.
- (c) Prepare, with the assistance of the county human services director under sub. (6m) (e), a proposed budget for submission to the county executive or county administrator; a final budget for submission to the department of health services in accordance with s. 46.031 (1) for authorized services, except services under ch. 48 and subch. III of ch. 49, community-based juvenile delinquency-related services, and juvenile correctional services; and a final budget for submission to the department of children and families in accordance with s. 49.325 for authorized services under ch. 48 and subch. III of ch. 49 and for authorized community-based juvenile delinquency-related services.
- (d) Advise the county human services director under sub. (6m) regarding purchasing and providing services and the selection of purchase of service vendors, and make recommendations to the county executive or county administrator regarding modifications in such purchasing, providing and selection.
- (e) Develop county human services board operating procedures.
- (f) Comply with state requirements.
- (g) Assist in arranging cooperative working agreements with persons providing health, education, vocational or welfare services related to services provided under this section.

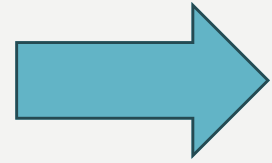
ADMINISTRATIVE COORDINATOR ADMINISTRATOR COMMUNITY PROGRAMS



Wis. Stat. § 51.42(4)(a)2.

In any county with a county executive or county administrator and which has established a single-county department of community programs, the county executive or county administrator shall appoint, subject to confirmation by the Milwaukee County mental health board in Milwaukee County or the county board of supervisors, the county community programs board, which shall be only a policy-making body determining the broad outlines and principles governing the administration of programs under this section. A member of a county community programs board appointed under this subdivision may be removed by the county executive or county administrator on due notice in writing.

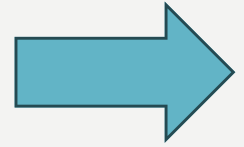
ADMINISTRATIVE COORDINATOR ADMINISTRATOR DEVELOPMENTAL DISABILITIES PROGRAM



Wis. Stat. § 51.437(7)(a)2.

In any county with a county executive or county administrator and which has established a single-county department of developmental disabilities services, the county executive or county administrator shall appoint, subject to confirmation by the county board of supervisors, the county developmental disabilities services board, which shall be only a policy-making body determining the broad outlines and principles governing the administration of programs under this section. A member of the county developmental disabilities services board appointed under this subdivision may be removed at pleasure by the county executive or county administrator.

ADMINISTRATIVE COORDINATOR ADMINISTRATOR HIGHWAY DEPARTMENT AND COMMITTEE



Wis. Stat. § 83.01(1)

- (a) Except as provided under pars. (b) and (c), the county board shall elect a county highway commissioner. If the county board fails to elect a county highway commissioner, the county shall not participate in state allotments for highways.
- (b) In counties having a population of 750,000 or more, the county highway commissioner shall also be the director of public works. The person holding the position of county highway commissioner and director of public works, under the classified service, on June 16, 1974, shall continue in that capacity under civil service status until death, resignation or removal from such position. Thereafter the county executive shall appoint as successor a director of transportation who shall assume the duties of county highway commissioner and director of public works and is subject to confirmation by the county board, as provided in s. 59.17 (2) (bm).
- (c) Except as provided under par. (b), in any county with a county executive or a county administrator, the county executive or county administrator shall appoint and supervise the county highway commissioner. The appointment is subject to confirmation by the county board unless the county board, by ordinance, elects to waive confirmation or unless the appointment is made under a civil service system competitive examination procedure established under s. 59.52 (8) or ch. 63. Notwithstanding s. 83.01 (7) (a) and (b), the highway commissioner is subject only to the supervision of the county executive or county administrator.

ADMINISTRATIVE COORDINATOR ADMINISTRATOR HIGHWAY DEPARTMENT AND COMMITTEE (CONT.)



Wis. Stat. § 83.015(2)

(2) POWERS AND DUTIES.

(a) Except as provided under par. (b), the county highway committee shall purchase and sell county road machinery as authorized by the county board, determine whether each piece of county aid construction shall be let by contract or shall be done by day labor, enter into contracts in the name of the county, and make necessary arrangements for the proper prosecution of the construction and maintenance of highways provided for by the county board, enter private lands with their employees to remove weeds and brush and erect or remove fences that are necessary to keep highways open for travel during the winter, direct the expenditure of highway maintenance funds received from the state or provided by county tax, meet from time to time at the county seat to audit all payrolls and material claims and vouchers resulting from the construction of highways and perform other duties imposed by law or by the county board.

(b) In any county with a highway commissioner appointed under s. 83.01 (1) (b) or (c), [Administrator or Exec] **the county highway committee shall be only a policy-making body determining the broad outlines and principles governing administration and the county highway commissioner shall have the administrative powers and duties prescribed for the county highway committee** under par. (a), sub. (3) (a) and ss. 27.065 (4) (b) and (13), 32.05 (1) (a), 82.08, 83.01 (6), 83.013, 83.018, 83.025 (1) and (3), 83.026, 83.035, 83.04, 83.05 (1), 83.07 to 83.09, 83.12, 83.14 (6), 83.17, 83.18, 83.42 (3) and (4), 84.01 (5), 84.06 (3), 84.07 (1) and (2), 84.09 (1), (3) (a) to (c) and (4), 84.10 (1), 86.04 (1) and (2), 86.07 (2) (a), 86.19 (3), 86.34 (1m), 114.33 (5), 349.07 (2), 349.11 (4) and (10) and 349.15 (2). No statutory power, duty or function specified elsewhere for the county highway commissioner may be deemed impliedly repealed for the sole reason that reference to it has been omitted in this paragraph.

ADMINISTRATIVE COORDINATOR (WIS STAT 59.19)

- Board shall designate an elected or appointed official to serve as administrative coordinator if no executive or administrator
- “The administrative coordinator shall be responsible for coordinating all administrative and management functions of the county government not otherwise vested by law in boards or commissions, or in other elected officers.”

ADMINISTRATIVE COORDINATOR (WIS STAT 59.19)

- What Does This Position Look Like?
 - Depends on the county
 - County clerk, department head, board chair (incompatibility issues)
 - Little statutory direction
 - Tends to blur the line between policy and administration

COUNTY BOARD SUPERVISORS

- Supervisors serve primarily a legislative function
- The legislative function is largely limited to policy making, law making, budgetary approval and cooperative decision making
 - Adoption of resolutions and ordinances, budgets, plans
- No operational control resides with individual supervisors

COUNTY BOARD SUPERVISORS

- Exercises organizational or administrative power in counties that lack a county executive or county administrator
- Board may:
 - Represent the county
 - Have the management of the business concerns of the county in all cases where no other provision is made
 - Apportion and levy taxes
 - Appropriate money to carry into effect any of the board's powers and duties

COUNTY BOARD FUNCTIONS

- Involve, represent and be accountable to the public
- Determine services to be provided
- Adopt budget – levy taxes
- Regulate within statutory authority
- Primary function is to ENACT POLICY

BOARD ROLES & RESPONSIBILITIES (DUAL)

County Board

- Adopts policy
- Holds staff accountable for implementing policy

Role is that of “visionary”

COUNTY BOARD CHAIR

- Presides over meetings of the county board of supervisors
- Administers oaths
- Countersigns all ordinances
- Commonly acts as spokesperson for the county board
- Provides guidance and direction on moving issues through the board
- Typically appoints committee members subject to board confirmation (Wis. Stat. 59.13)

Wis. Stat. § 59.12

STANDING COMMITTEE FUNCTIONS

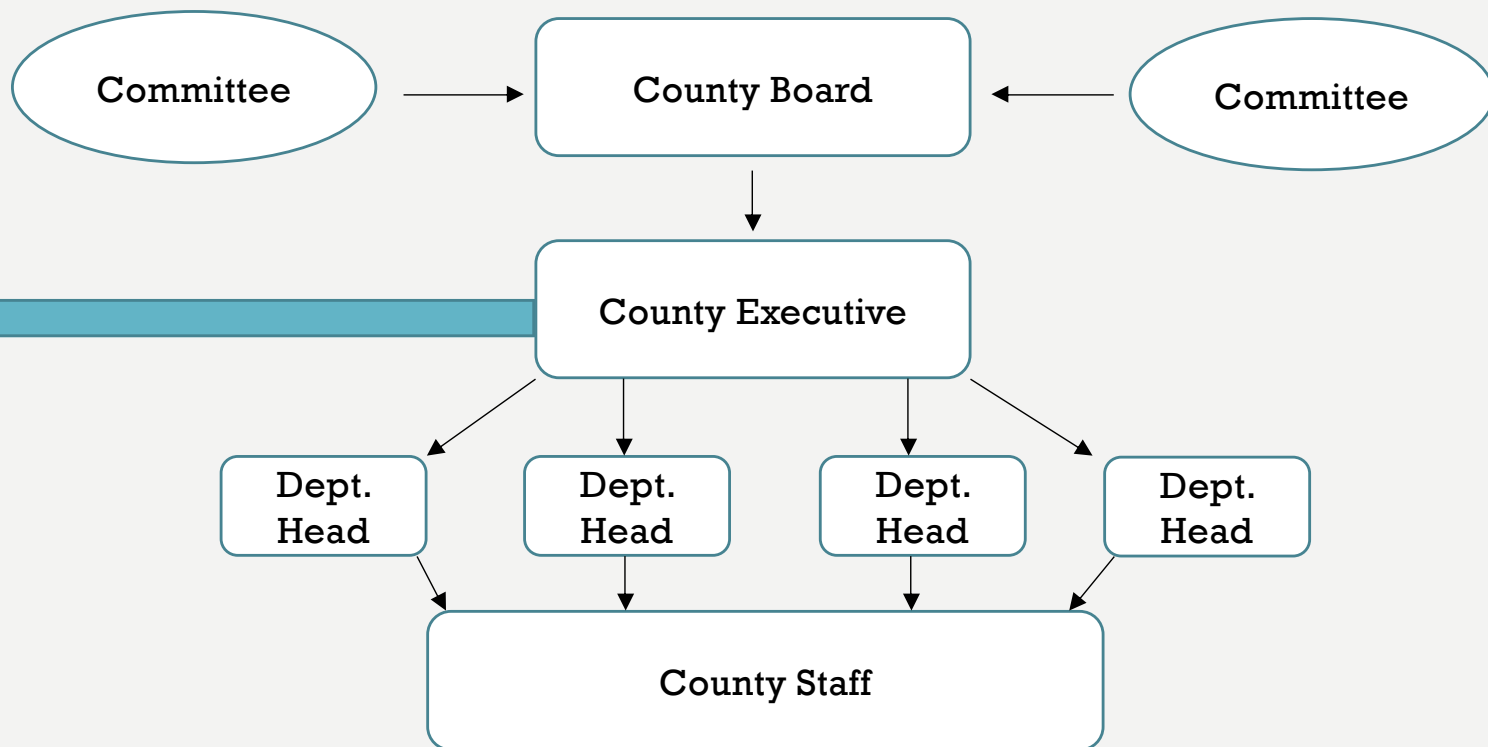
- Policy oversight for departments, offices and other entities
- Monitor performance
- Review and make budget recommendations
- Draft ordinances and resolutions
- In other words, assist in POLICY DEVELOPMENT

STAFF ROLES & RESPONSIBILITIES (DUAL)

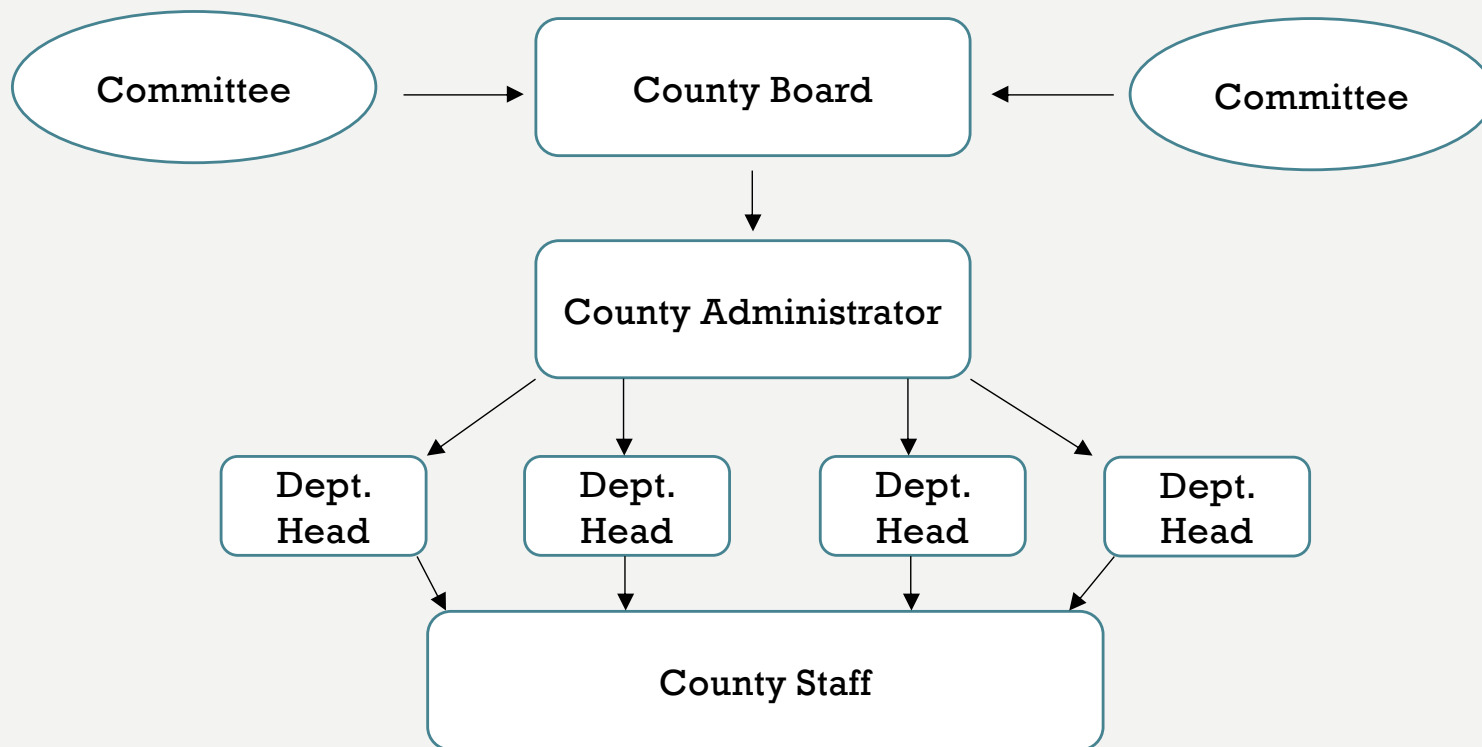
- Have an obligation to carry out duties in a manner consistent with the policy direction of the board
 - Implement, think shorter term, day to day operations, attention to detail, specialized training
- Make recommendations and give professional advice
 - Do not make policy other than internal as authorized

- Department Heads and County Manager shall serve in an operational and advisory role to the County Board. In summary, the function of department heads is to carry out the Board's policy directives and provide the Board with information and advice so as to allow the policy-makers the opportunity to make informed policy decisions.
- Department Heads shall have the leadership role to administer the day-to-day operation of their respective Departments within the guidelines of the policies set by the Board. The County Board shall not micro-manage the day-to-day operation of County government. When issues are raised before County Board members regarding the management practices within a respective Department, these questions shall be referred to and addressed by the requisite Oversight Committee, Department Head and County Manager. Following the appropriate chain of command will ensure that issues are addressed in an open and deliberate manner that is fair to all involved. County Board members shall avoid engaging in individual initiatives to investigate matters on their own.
 - Langlade County Board rules

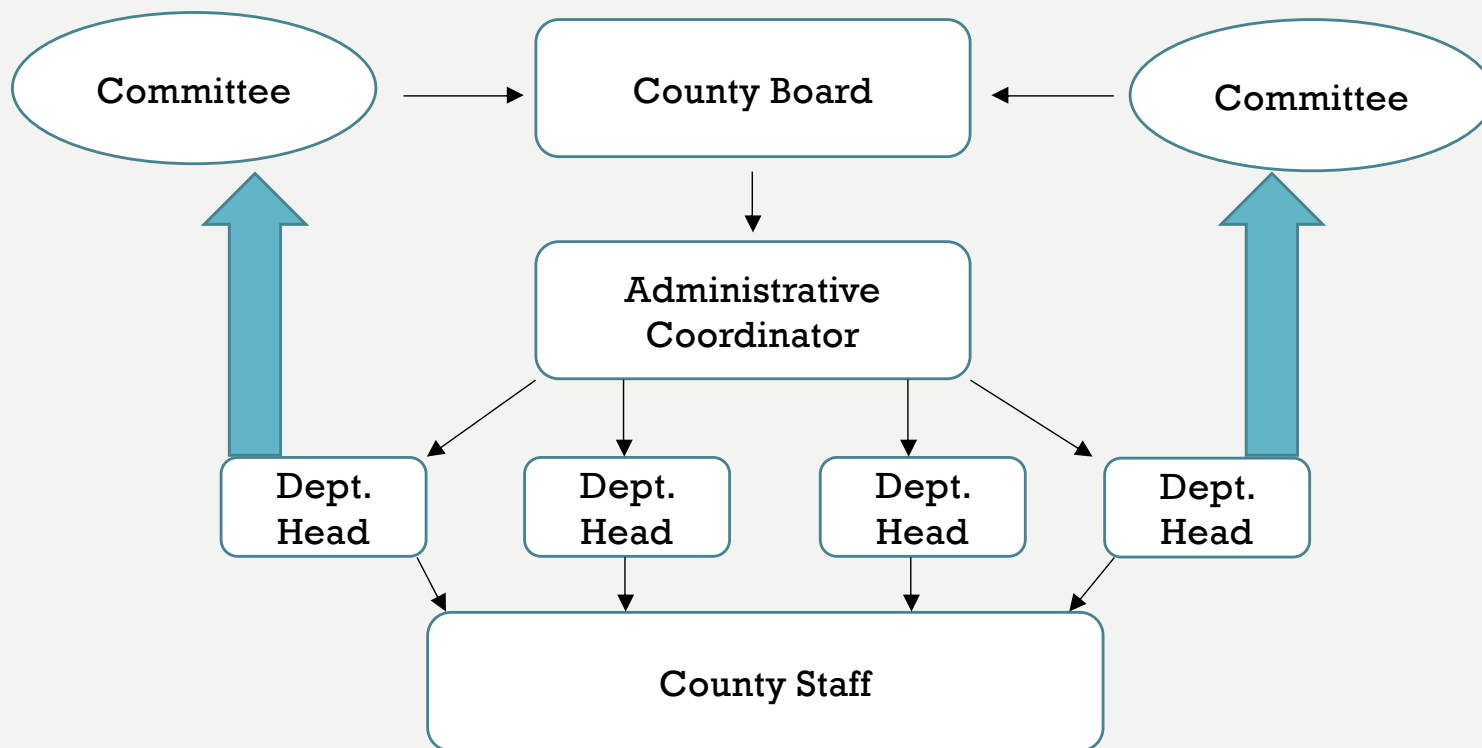
WISCONSIN COUNTY ORGANIZATIONAL CHART (EXECUTIVE)



WISCONSIN COUNTY ORGANIZATIONAL CHART (ADMINISTRATOR)



WISCONSIN COUNTY ORGANIZATIONAL CHART (ADMINISTRATIVE COORDINATOR)



WHERE DO CONSTITUTIONAL OFFICERS FALL ON THE ORG CHART??

Clerk of
Courts

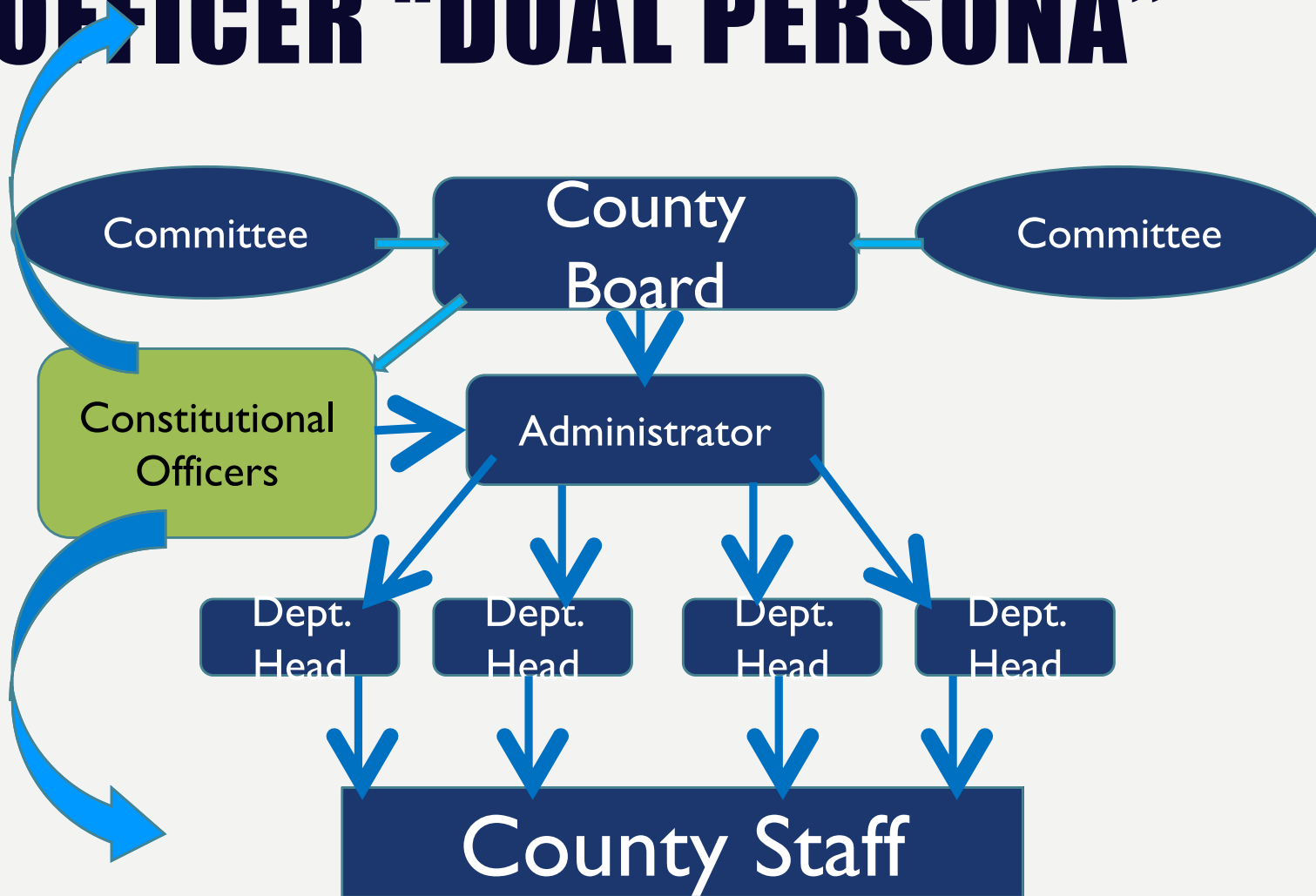
Sheriff

Treasurer

Register of
Deeds

Clerk

THE CONSTITUTIONAL OFFICER “DUAL PERSONA”



COUNTY ADMINISTRATOR V. ADMINISTRATIVE COORDINATOR

- Things to Think About
 - Accountability
 - Roles and responsibilities
 - Are the statutory roles clear? Who sets them? Ensure who is responsible for what.
 - Chain of command
 - If issues arise is it clear who is to respond?



Questions?

CONTACT

Sarah Diedrick-Kasdorf
Director of Outreach & Member
Engagement
Wisconsin Counties Association
diedrick@wicounties.org
608-663-7188 (office)
608-225-3017 (cell)

Andy Phillips
Attolles Law, s.c.
222 E. Erie Street, Suite 210
Milwaukee, WI 53202
aphillips@attolles.com
414-279-9271

WISCONSIN COUNTY GOVERNMENT ADMINISTRATION TYPE

County Executive - 12

Brown
Dane
Fond du Lac
Kenosha
Manitowoc
Milwaukee
Outagamie
Portage
Racine
Washington
Waukesha
Winnebago

County Administrator (FT) - 32

Ashland	Marathon
Barron	Marinette
Bayfield	Marquette
Calumet	Monroe
Chippewa	Oconto
Dodge	Ozaukee
Door	Polk
Douglas	Price
Eau Claire	Richland
Grant	Rock
Green Lake	St. Croix
Iowa	Sauk
Jefferson	Sawyer
Kewaunee	Sheboygan
La Crosse	Walworth
Langlade	Waushara

County Administrator (FT-Dual Role) - 2

Burnett
Trempealeau

Administrative Coordinator (FT) - 8

Adams
Buffalo
Dunn
Lincoln
Pierce
Rusk
Shawano
Vernon

Administrative Coordinator (FT – Dual Role) - 1

Washburn

Administrative Coordinator (PT – Dual Role) - 17

Clark (County Clerk)
Columbia (County Clerk)
Crawford (Health and Human Services Director)
Florence (County Clerk)
Forest (County Clerk)
Green (County Clerk)
Iron (County Board Member – temporary)
Jackson (County Clerk)
Juneau (County Board Chair)
Lafayette (County Board Chair)
Menominee (highway commissioner served as administrative coordinator – position currently vacant)
Oneida (County Clerk)
Pepin (was the Finance Director)
Taylor (Human Resources Manager)
Vilas (County Clerk)
Waupaca (Human Resources Director)
Wood (County Board Chair)

Total Full-Time Positions: 55

Total Part-Time Positions: 17

APPOINTMENTS TO BE MADE AT THE February 18, 2025 County Board

Appoint/Reappoint	Name	Committee Name	Term Ending
Appoint	Raymond Hudzinski	Veterans' Service Commission	12/31/2027

**DNR Emergency Fire Wardens
Green Lake County
CY 2025**

Town of Berlin

Brenda Murkley

Berlin Town Hall
N9291 Willard Road, Berlin

Town of Brooklyn

Mike Wuest

Town of Brooklyn
N5988 County Rd A, Green Lake

Town of Kingston

Mark Stefan

Grand Valley Campground
W5855 County Rd B, Dalton

Town of Mackford

Joel Strahota

Rennerts Fire Equipment
615 E. John Street, Markesan

By signing, the County Board approves the list of individuals above to act as Emergency Fire Wardens on behalf of the Wisconsin Department of Natural Resources in accordance with Section 26.12(3) and Section 26.14(3) of the Wisconsin State Statutes.

BY: 
Jodi Stormoen, Area Forestry Leader

Date: 01/03/2025

BY: 
Chairperson, Green Lake County Board

Date: 1-14-25

Please return 1 signed copy to:

WI-DNR
Attention: Denise Krentz
427 E. Tower Drive, Suite 100
Wautoma, WI 54982