

CITY OF MADISON

REQUEST FOR PROPOSALS



RFP #: 8662-0-2017-BP

Title: Architect for Water Conservation House Design

City Agency: Madison Water Utility

Due Date: Thursday, September 28, 2017
2:00 PM CST

Table of Contents

1 NOTICE TO PROPOSERS..... 1

 1.1 Summary..... 1

 1.2 Important Dates..... 1

 1.3 Format..... 1

 1.4 Labeling..... 1

 1.5 Delivery of Proposals 2

 1.6 Appendix A: Standard Terms & Conditions 2

 1.7 Appendix B: Sample Contract for Architectural Purchase of Services 2

 1.8 Affirmative Action Notice 2

 1.9 Multiple Proposals..... 3

 1.10 City of Madison Contact Information..... 3

 1.11 Inquiries, Clarifications, and Exceptions 3

 1.12 Addenda..... 3

 1.13 Bid Distribution Networks..... 4

 1.14 Local Vendor Preference 4

 1.15 Oral Presentations/Site Visits/Meetings..... 4

 1.16 Acceptance/Rejection of Proposals 4

 1.17 Withdrawal or Revision of Proposals 4

 1.18 Non-Material and Material Variances..... 5

 1.19 Public Records 5

 1.20 Usage Reports 5

 1.21 Partial Award..... 5

 1.22 Tax Exempt..... 6

 1.23 Cooperative Purchasing..... 6

 1.24 Proposers Responsibility 6

2 DESCRIPTION OF SERVICES/COMMODITIES 7

 2.1 Overview 7

 2.2 Project Background..... 7

 2.3 Project Location 7

 2.4 Scope of Work..... 7

3 REQUIRED INFORMATION AND CONTENT OF PROPOSALS 9

 3.1 Section 1 – General Information and Signatures 9

 3.2 Section 2 – Required Information and Content of Proposal 9

 3.3 Section 3 – Cost and Payment Schedule 9

Form A: Signature Affidavit

Form B: Receipt of Forms and Submittal Checklist

Form C: Vendor Profile

Form D: Fee Proposal

Form E: References

Appendix A: Standard Terms & Conditions

Appendix B: Contract for Purchase of Services

Appendix C: EPA WaterSense New Home Specification

1 NOTICE TO PROPOSERS

1.1 Summary

The City of Madison Water Utility ("City") is soliciting Proposals from qualified vendors for Architect for Water Conservation House Design. Vendors submitting Proposals ("Proposers") are required to read this Request for Proposal ("RFP") in its entirety and follow the instructions contained herein.

1.2 Important Dates

Deliver Proposal no later than the due time and date indicated below. The City will reject late Proposals:

Issue Date: Thursday, August 31, 2017
Questions Due Date: Wednesday, September 13, 2017
Answers Posted Date: Friday, September 15, 2017
Due Date: Thursday, September 28, 2017, 2:00 PM CST

1.3 Format

Submit Technical and Cost Proposals (Form D) in separate, distinct parts within the proposal package.

Hardcopy proposals typed and securely bound on 8.5 by 11-inch paper, otherwise identical to the electronic version.

Electronic proposal in a PDF format stored on a common media (CD, DVD, or flash drive), identical in content and sequence to hardcopy proposals submitted.

Cost Proposal (Form D): One Copy
Technical Proposal: Three Copies
Electronic Proposal: One (1) complete copy (Cost and Technical)

The City will not consider illegible Proposals.

Elaborate proposals (i.e., expensive artwork) beyond that sufficient to present a complete and effective proposal, are not necessary or desired.

Complete and return Forms A through E to City of Madison Purchasing Services by Thursday, September 28, 2017, 2:00 PM CST.

1.4 Labeling

All proposals must be clearly labeled:

Proposer's Name and Address
RFP #: 8662-0-2017-BP
Title: Architect for Water Conservation House
Due: Thursday, September 28, 2017, 2:00 PM CST

All email correspondence must include RFP #8662-0-2017-BP in the subject line.

1.5 Delivery of Proposals

Delivery of hard copies to: City of Madison Purchasing Services
City County Building, Room 407
210 Martin Luther King Jr. Blvd.
Madison, WI 53703

Delivery of electronic copy to: via email to bids@cityofmadison.com
or on a commonly used media with the hard copies.

Proposals must be delivered as instructed. Deliveries to other City departments and/or locations may result in disqualification.

Note: When mailing your response via a third party delivery service, the outside of the packaging MUST be clearly marked with the RFP/RFQ name and number. This ensures that the bid can be delivered to the correct purchasing agent without having to open the bid.

1.6 Appendix A: Standard Terms & Conditions

Proposers are responsible for reviewing this attachment prior to submission of their Proposals. City of Madison Standard Terms and Conditions are the minimum requirements for the submission of Proposals.

1.7 Appendix B: Sample Contract for Architectural Purchase of Services

Proposers are responsible for reviewing this attachment prior to submission of their Proposals. The Sample Contract for Architectural Purchase of Services shall serve as the basis of the contract resulting from this RFP. The terms of this template contract shall become contractual obligations following award of the RFP. By submitting a proposal, Proposers affirm their willingness to enter into a contract containing these terms.

1.8 Affirmative Action Notice

If Contractor employs 15 or more employees and does aggregate annual business with the City of \$25,000 or more for the calendar year in which the PO and/or Contract takes effect, Contractor shall file, within thirty (30) days from the PO/Contract effective date and BEFORE RELEASE OF PAYMENT, an Affirmative Action Plan (www.cityofmadison.com/dcr/aaFormsVS.cfm) designed to ensure that the Contractor provides equal employment opportunity to all and takes affirmative action in its utilization of applicants and employees who are women, minorities and/or persons with disabilities. The Model Affirmative Action Plan for Vendors, Request for Exemption form, and instructions are available at: www.cityofmadison.com/dcr/aaForms.cfm or by contacting a Contract Compliance Specialist at the City of Madison Affirmative Action Division at (608) 266-4910.

Contractor shall also allow maximum feasible opportunity to small business enterprises to compete for any subcontracts entered into pursuant to this PO/Contract.

Job postings: If Contractor employs 15 or more employees, regardless of dollar amount, Contractor must notify the City of all external job openings at locations in Dane County, WI and Contractor agrees to interview candidates referred by the City or its designee. Job posting information is available at: www.cityofmadison.com/dcr/aaJobSkillsBank.cfm.

The complete set of Affirmative Action requirements for this purchase can be found in **paragraph 20 of Appendix A – Standard Terms and Conditions** and, if applicable, in **paragraph 13 of Appendix B – Sample Contract for Purchase of Services**.

1.9 Multiple Proposals

Multiple Proposals from Proposers are permitted; however, each must fully conform to the requirements for submission. Proposers must sequentially label (e.g., Proposal #1, Proposal #2) and separately package each Proposal. Proposers may submit alternate pricing schemes without having to submit multiple Proposals.

1.10 City of Madison Contact Information

The City of Madison Water Utility is the procuring agency: Kathy Schwenn
City of Madison Water Utility
PH: (608) 266-4645
kschwenn@madisonwater.org

The City of Madison Purchasing Services administers the procurement function: Brian Pittelli
Purchasing Services
City-County Bldg, Room 407
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703-3346
PH: (608) 267-4969
FAX: (608) 266-5948
bpittelli@cityofmadison.com

For questions regarding Affirmative Action Plans please contact: Contract Compliance
Department of Civil Rights
City-County Bldg., Room 523
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703
PH: (608) 266-4910
dcr@cityofmadison.com

The City employs spam filtering that occasionally blocks legitimate emails, holding them in ‘quarantine’ for four calendar days. The contacts listed in this RFP will acknowledge all emails received. Proposers not receiving acknowledgement within twenty-four hours shall follow-up via phone with specific information identifying the originating email address for message recovery.

1.11 Inquiries, Clarifications, and Exceptions

Proposers are to raise any questions they have about the RFP document without delay. Direct all questions, *in writing*, to the Purchasing Services administrator listed in Section 1.9.

Proposers finding any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP document shall immediately notify the Buyer and request clarification. In the event that it is necessary to provide additional clarification or revision to the RFP, the City will post addenda – see 1.12 below. Proposers are strongly encouraged to check for addenda regularly.

Proposals should be as responsive as possible to the provisions stated herein. A prospective vendor may take “exception” to bid terms, conditions, specifications and dates stated within the bid package. However, the City of Madison reserves the right to disqualify any and all bids submitted which include exceptions, if deemed not in the City’s best interests.

1.12 Addenda

In the event that it is necessary to provide additional clarification or revision to the RFP, the City will post addenda to its Proposals distribution websites – see 1.13 below. It is the Proposers responsibility to regularly monitor the websites for any such postings. Proposers must acknowledge the receipt of any

addenda on Form B. Failure to retrieve addenda and include their provisions may result in disqualification.

1.13 Bid Distribution Networks

The City of Madison posts all Request for Proposals, addenda, tabulations, awards and related announcements on two distribution networks – VendorNet and DemandStar. The aforementioned documents are available **exclusively** from these websites. It is the Proposers responsibility to regularly monitor the bid distribution network for any such postings. Proposers' failure to retrieve such addenda and incorporate their appropriate provisions in their response may result in disqualification. Both sites offer free registration to City Proposers.

State of Wisconsin VendorNet System: State of Wisconsin and local agencies bid network. Registration is free. <http://vendornet.state.wi.us/vendornet>

DemandStar by Onvia: National bid network – Free subscription is available to access Proposals from the City of Madison and other Wisconsin agencies, participating in the Wisconsin Association of Public Purchasers (WAPP). A fee is required if subscribing to multiple agencies that are not included in WAPP.

Bid Opportunities: www.cityofmadison.com/finance/purchasing/bidDemandStar.cfm

Home Page: www.demandstar.com

To Register: www.onvia.com/WAPP

1.14 Local Vendor Preference

The City of Madison has adopted a local preference purchasing policy granting a scoring preference to local suppliers. Only suppliers registered as of the bid's due date will receive preference. Learn more and register at the City of Madison website: www.cityofmadison.com/business/localPurchasing.

1.15 Oral Presentations/Site Visits/Meetings

Proposers may be asked to attend meetings, make oral presentations, inspect City locations or make their facilities available for a site inspection as part of this RFP process. Such presentations, meetings or site visits will be at the Proposers expense.

1.16 Acceptance/Rejection of Proposals

The City reserves the right to accept or reject any or all proposals submitted, in whole or in part, and to waive any informalities or technicalities, which at the City's discretion is determined to be in the best interests of the City. Further, the City makes no representations that a contract will be awarded to any proposer responding to this request. The City expressly reserves the right to reject any and all proposals responding to this invitation without indicating any reasons for such rejection(s).

The City reserves the right to postpone due dates and openings for its own convenience and to withdraw this solicitation at any time without prior notice.

1.17 Withdrawal or Revision of Proposals

Proposers may, without prejudice, withdraw Proposals submitted prior to the date and time specified for receipt of Proposals by requesting such withdrawal before the due time and date of the submission of Proposals. After the due date of submission of Proposals, no Proposals may be withdrawn for a period of

90 days or as otherwise specified or provided by law. Proposers may modify their Proposals at any time prior to opening of Proposals.

1.18 Non-Material and Material Variances

The City reserves the right to waive or permit cure of nonmaterial variances in the offer if, in the judgment of the City, it is in the City's best interest to do so. The determination of materiality is in the sole discretion of the City.

1.19 Public Records

Proposers are hereby notified that all information submitted in response to this RFP may be made available for public inspection according to the Public Records Law of the State of Wisconsin or other applicable public record laws. Information qualifying as a "trade secret"—defined in State of Wisconsin Statutes—may be held confidential.

Proposers shall seal separately and clearly identify all information they deem to be "trade secrets," as defined in the State of Wisconsin Statutes. Do not duplicate or co-mingle information, deemed confidential and sealed, elsewhere in your response.

S. 19.36(5)

(5) TRADE SECRETS. An authority may withhold access to any record or portion of a record containing information qualifying as a trade secret as defined in s. 134.90(1)(c).

s. 134.90(1)(c)

(c) "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

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

The City cannot ensure that information will not be subject to release if a request is made under applicable public records laws. The City cannot consider the following confidential: a bid in its entirety, price bid information, or the entire contents of any resulting contract. The City will not provide advance notice to Proposers prior to release of any requested record.

To the extent permitted by such laws, it is the intention of the City to withhold the contents of Proposals from public view—until such times as competitive or bargaining reasons no longer require non-disclosure, in the City's opinion. At that time, all Proposals will be available for review in accordance with such laws.

1.20 Usage Reports

Annually, the successful Proposers shall furnish to City Purchasing usage reports summarizing the ordering history for each department served during the previous contract year. The report, at a minimum, must include each and every item or service ordered during the period, its total quantities and dollars by item/service and in total. The City reserves the right to request usage reports at any time and request additional information, if required, when reviewing contract activity.

1.21 Partial Award

Unless otherwise noted, it will be assumed that Proposers will accept an order for all or part of the items/services priced.

1.22 Tax Exempt

The City of Madison as a municipality is exempt from payment of federal excise taxes (Registration Number 39-73-0411-K) and State of Wisconsin taxes per Wisconsin statute 77.54(9a). Federal Tax ID #39-6005507. A completed Wisconsin Department of Revenue Form S-211 (R.2-00) can be found on the City website. Our tax-exempt number is ES 42916.

1.23 Cooperative Purchasing

Bidders may choose to extend prices offered on bids to other municipalities. Under Wisconsin Statutes, a municipality is defined as a county; city; village; town; school district; board of school directors; sewer district; drainage district; vocational, technical and adult education district; or any other public or quasi-public corporation, officer, board or other body having the authority to award public contracts. This is known as “cooperative” or “piggyback” purchasing, a practice common amongst units of government. The City is not responsible for any contract resulting from a cooperative purchase using this RFB as a basis; they are made solely between the bidders and third party unit of government.

1.24 Proposers Responsibility

Proposers shall examine this RFP and shall exercise their judgment as to the nature and scope of the work required. No plea of ignorance concerning conditions or difficulties that exist or may hereafter arise in the execution of the work under the resulting contract, as a consequence of failure to make necessary examinations and investigations, shall be accepted as an excuse for any failure or omission on the part of the Proposers to fulfill the requirements of the resulting contract.

2 DESCRIPTION OF SERVICES/COMMODITIES

2.1 Overview

Madison Water Utility (“MWU”) is soliciting proposals from qualified architectural design firms (“Architect”) to provide the design of a Water Conservation House. This home is intended to serve as a demonstration for water efficient design and technologies in order to promote these concepts to the building contractor community as well as the general public. After a period of time, the house will be sold at market price to fully recover the Madison Water Utility’s investment.

2.2 Project Background

The Water Conservation House project concept came about as Madison Water Utility considered how to make the best use of some of its vacant land while promoting core values of water conservation and efficiency. Reducing the demand for water now can forestall or even eliminate costlier investment in additional water supplies in the future. It is desired to show that residential water efficiency doesn’t have to be expensive nor does it mean a reduction in functionality or level of service. Energy efficiency and conservation is also a goal for this project, not least because there is a tremendous amount of energy embedded in the pumping and heating of water.

2.3 Project Location

MWU will be selecting one of three lots adjacent to 4724 Spaanem Avenue in the Allis Heights subdivision in Madison Wisconsin.

2.4 Scope of Work

The Architect shall provide all necessary personnel, resources and sub-consultants to design the Water Conservation House and assist MWU in administering construction of the house. The selected firm will be responsible for providing effective oversight of construction operations and services and related administrative services required to successfully complete the construction of the home.

Tasks to be performed by the selected firm:

- Prepare a complete set of construction plans and specifications for a single family residence located on one of three lots adjacent to 4724 Spaanem Avenue in the Allis Heights subdivision of Madison, WI. Present design concepts and solutions to the appropriate city bodies and obtain required approvals.
- The home shall be designed to meet the EPA WaterSense specification for new homes (Appendix C). The home shall feature innovative water-saving fixtures and appliances as well as exterior landscaping and features intended to demonstrate state of the art practices in water related sustainability.
- The home shall be of a size and cost commensurate with the average home in the Lake Edge neighborhood, and shall possess an architecturally pleasing aesthetic which also complements the look and feel of the existing streetscape.
- To the extent possible within the project budget, the home shall also possess energy saving features and other green characteristics related to general sustainability.

MWU will consider the factors below when evaluating the proposals received:

- Compliance with water and energy saving criteria.

- Architectural fit of proposed solution with respect to aesthetics and cost.
- Innovation of design.
- Experience with similar projects
- Experience working in the City of Madison.

3 REQUIRED INFORMATION AND CONTENT OF PROPOSALS

3.1 Section 1 – General Information and Signatures

1. Form A – Signature Affidavit
2. Form B – Receipt Forms and Submittal Checklist
3. Form C – Contractor Profile Information
4. Form E – References

3.2 Section 2 – Required Information and Content of Proposal

To assist the City with the evaluation of the proposals, each proposal shall use the following format:

3.2.1 Statement of Qualifications

A brief description of the firm submitting the proposal, including: full business name, legal status (corporate, partnership or sole proprietor), number and type of employees, specialties, and longevity.

3.2.2 Project Examples

List similar projects and the specific personnel who worked on them that are proposed to work on this project. Include past projects name and client, year completed, dollar amount and contact information of a person at the entity the work was performed for that possess direct knowledge of the referenced project.

3.2.3 Project Team Members

List any specialties and or strengths that make the personnel assigned to this project uniquely suited to the task of performing the work as outlined in the RFP. Provide an organizational chart of employees proposed to work on this project, including the Project Manager who would be assigned to the project and who shall be the City's main point of contact with the Consultant. This shall include a listing of each individual's relevant experience in regard to the tasks and responsibilities they would perform in this project.

3.2.4 Project Schedule and Approach

The Consultant shall provide a detailed proposed project schedule depicting the start and completion time for each of the work scope items. This shall include a detailed description of the Consultant's proposed approach, scope of services, and timeline to complete each task.

3.3 Section 3 – Cost and Payment Schedule

The Consultant's fee proposal shall include estimated hours per task and billing rates for all personnel to be assigned to the project.

Fee proposals shall be organized by major task:

- Design
- Meetings

- Construction oversight
- Misc. expenses (as provided by Consultant)

A total, not-to exceed dollar value for any reimbursable expenses must be specified. A rate for each type of expense, such as mileage, printing expenses, etc. must be specified.



Form A: Signature Affidavit

RFP #: 8662-0-2017-BP Architect for Water Conservation House Design

This form must be returned with your response.

In signing Proposals, we certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise take any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit Proposals, that Proposals have been independently arrived at, without collusion with any other Proposers, competitor or potential competitor; that Proposals have not been knowingly disclosed prior to the opening of Proposals to any other Proposers or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, submitting this Proposals, hereby agrees with all the terms, conditions, and specifications required by the City in this Request for Proposals, declares that the attached Proposals and pricing are in conformity therewith, and attests to the truthfulness of all submissions in response to this solicitation.

Proposers shall provide the information requested below. Include the legal name of the Proposers and signature of the person(s) legally authorized to bind the Proposers to a contract.

COMPANY NAME

SIGNATURE

DATE

PRINT NAME OF PERSON SIGNING



Form B: Receipt of Forms and Submittal Checklist

RFP #: 8662-0-2017-BP Architect for Water Conservation House Design

This form must be returned with your response.

Proposers hereby acknowledge the receipt and/or submittal of the following forms:

Forms	Initial to Acknowledge SUBMITTAL	Initial to Acknowledge RECEIPT
Description of Services/Commodities	N/A	
Form A: Signature Affidavit		
Form B: Receipt of Forms and Submittal Checklist		
Form C: Vendor Profile		
Form D: Cost Proposal		
Form E: References		
Appendix A: Standard Terms & Conditions	N/A	
Appendix B: Contract for Purchase of Services	N/A	
Appendix C: EPA WaterSense New Home Specification	N/A	
Addendum #		
Addendum #		
Addendum #		

VENDOR NAME

COMPANY NAME



Form C: Vendor Profile

RFP #: 8662-0-2017-BP Architect for Water Conservation House Design

This form must be returned with your response.

COMPANY INFORMATION

COMPANY NAME (Make sure to use your complete, legal company name.)			
FEIN	(If FEIN is not applicable, SSN collected upon award)		
CONTACT NAME (Able to answer questions about proposal.)	TITLE		
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
ADDRESS	CITY	STATE	ZIP

AFFIRMATIVE ACTION CONTACT

The successful Contractor, who employs more than 15 employees and whose aggregate annual business with the City for the calendar year, in which the contract takes effect, is more than twenty-five thousand dollars (\$25,000), will be required to comply with the City of Madison Affirmative Action Ordinance, Section 39.02(9) within thirty (30) days of award of contract.

CONTACT NAME	TITLE		
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
ADDRESS	CITY	STATE	ZIP

ORDERS/BILLING CONTACT

Address where City purchase orders/contracts are to be mailed and person the department contacts concerning orders and billing.

CONTACT NAME	TITLE		
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
ADDRESS	CITY	STATE	ZIP

LOCAL VENDOR STATUS

The City of Madison has adopted a local preference purchasing policy granting a scoring preference to local suppliers. Only suppliers registered as of the bid's due date will receive preference. Learn more and register at the City of Madison website.

CHECK ONLY ONE:

- Yes**, we are a local vendor **and** have registered on the City of Madison website under the following category: _____ www.cityofmadison.com/business/localPurchasing
- No**, we are not a local vendor or have not registered.



Form D: Cost Proposal

RFP #: 8662-0-2017-BP Architect for Water Conservation House Design

This form must be returned with your response.

Prepare the fee proposal as all inclusive, not-to-exceed, fixed fees:

- All Inclusive – Covers all direct and indirect necessary expenses including but not limited to; travel, telephone, copying and other out-of-pocket expenses.
- Not To Exceed – The actual fees shall not exceed the amount specified in fee proposal.
- Fixed Fee – All prices, rates, fees and conditions outlined in the proposal shall remain fixed and valid for the entire length of the contract and any/all renewals.

Any pricing increases or additions must be agreed upon in writing by both parties.

1. Please list all the different components or phases of work you foresee providing to the City of Madison based on the scope of work provided in section 2.4. Please provide the total cost for each component or phase as showing in the following chart. If you need extra space, feel free to use a separate sheet.

Phase of Work	Cost
Design	\$
Meetings	\$
Construction Oversight	\$
Misc Expenses (list below)	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
Total	\$

2. Please provide the hourly billing rate for all team members that would be assigned this RFP:

Position	Name (if known)	Hourly Billing Rate

COMPANY NAME



Form E: References

RFP #: 8662-0-2017-BP Architect for Water Conservation House Design

This form must be returned with your response.

REFERENCE #1 – CLIENT INFORMATION			
COMPANY NAME	CONTACT NAME		
ADDRESS	CITY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
CONTRACT PERIOD	YEAR COMPLETED	TOTAL COST	
DESCRIPTION OF THE PERFORMED WORK			

REFERENCE #2 – CLIENT INFORMATION			
COMPANY NAME	CONTACT NAME		
ADDRESS	CITY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
CONTRACT PERIOD	YEAR COMPLETED	TOTAL COST	
DESCRIPTION OF THE PERFORMED WORK			

REFERENCE #3 – CLIENT INFORMATION			
COMPANY NAME	CONTACT NAME		
ADDRESS	CITY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
CONTRACT PERIOD	YEAR COMPLETED	TOTAL COST	
DESCRIPTION OF THE PERFORMED WORK			

COMPANY NAME



CITY OF MADISON

(STC-Form: 07/26/2016)

1. General. Throughout this document, "City of Madison," "City" and "Purchasing" shall be synonymous and mean the City of Madison. The words "bid" and "proposal" are synonymous, as are the words "bidder," "proposer" and "contractor." The phrases "request for proposal," "invitation for bids," "request," "invitation," and "solicitation" shall also be synonymous.
As applied to the winning or selected bidder, the words "bid," "proposal," and "contract" are synonymous.
2. Entire Agreement, Order of Precedence. These standard terms and conditions shall apply to any Purchase Order issued as a result of this Request for Bid/Proposal, except where expressly stated otherwise in the RFP or in a written instrument covering this purchase signed by an authorized representative of the City and the Contractor, in a form approved by the City Attorney (a "Separate Contract"). If such a separate contract is executed it shall constitute the entire agreement and no other terms and conditions, whether oral or written, shall be effective or binding unless expressly agreed to in writing by the City.
If a Separate Contract is not executed, these Standard Terms and Conditions, the City's request for proposals, the version of the vendor's bid that was accepted by the City, and the City's Purchase Order (if any) shall constitute a contract and will be the entire agreement.
Order of Precedence: If there is a conflict between this Section A and any terms in the vendor's accepted bid or proposal, this Section A shall control unless the parties expressly agree to another order of precedence, in writing. If there is a conflict between this Section A and a Separate Contract, the terms and conditions of the Separate Contract shall control.
- I. TERMS FOR SUBMISSION OF BIDS: The following section applies to the bid/selection process only.**
3. This invitation for bids does not commit the City to award a contract, pay any costs incurred in preparation of bids, or to procure or contract for services or equipment. The City may require the bidder to participate in negotiation and to submit such additional price or technical or other revisions to his or her bids as may result from negotiation. The bidder shall be responsible for all costs incurred as part of his or her participation in the pre-award process.
The City reserves the right to accept or reject any or all bids submitted, in whole or in part, and to waive any informalities or technicalities which at the City's discretion are determined to be in the best interests of the City. Further, the City makes no representations that a contract will be awarded to any offeror responding to this request. The City expressly reserves the right to reject any and all bids responding to this invitation without indicating any reasons for such rejections(s).
The City reserves the right to postpone due dates and openings for its own convenience and to withdraw this solicitation at any time without prior notice.
4. Addenda. Changes affecting the specifications will be made by addenda. Changes may include, or result in, a postponement in the bid due date. Bidders are required to complete the Bidder Response Sheet, acknowledging receipt of all parts of the bid, including all addenda.
5. Price Proposal. All bidders are required to identify the proposed manufacturer and model, and to indicate the proposed delivery time on the attached Proposal Form. Failure to do so may cause the bid to be considered not responsive. If desired, the bidder may include product literature and specifications. The price quoted will remain firm throughout each contract period. Any price increase proposed shall be submitted sixty (60) calendar days prior to subsequent contract periods and shall be limited to fully documented cost increases to the bidder which are demonstrated to be industry-wide.
6. Price Inclusion. The price quoted in any bid shall include all items of labor, materials, tools, equipment, and other costs necessary to fully complete the furnishing and delivery of equipment or services pursuant to the specifications attached thereof. Any items omitted from the specifications which are clearly necessary for the completion of the project shall be considered a portion of the specifications although not directly specified or called for in these specifications.
7. Pricing and Discount.
 - a. Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea., etc.) as stated on the bid/proposal or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price. If an apparent mistake exists in the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.
 - b. In determination of award, discounts for early payment will only be considered when all other conditions are equal. Early payment is defined as payment within fifteen (15) days providing the discount terms are deemed favorable. All payment terms must allow the option of Net 30.
8. F.O.B. Destination Freight Prepaid. Bid prices must include all handling, transportation and insurance charges. Failure to bid FOB Destination Freight Prepaid may disqualify your bid.
9. Award.
 - a. The City will have sole discretion as to the methodology used in making the award. Where none is specified, the award will be made to the lowest responsible bidder in compliance with the specifications and requirements of this solicitation.
 - b. The right is reserved to make a separate award of each item, group of items or all items, and to make an award in whole or in part, whichever is deemed in the best interest of the City.
10. Responsiveness and Responsibility. Award will be made to the responsible and responsive bidder whose bid is most advantageous to the City with price and other factors considered. For the purposes of this project, responsiveness is defined as the bidder's conformance to the requirements of the solicitation. Being not responsive includes the failure to furnish information requested.

Responsibility is defined as the bidder's potential ability to perform successfully under the terms of the proposed contract. Briefly, a responsible bidder has adequate financial resources or the ability to obtain said resources; can comply with required delivery taking into account other business commitments; has a satisfactory performance record; has a satisfactory record of integrity and business ethics; and has the necessary organization, experience and technical skills.

The City reserves the right to refuse to accept any bid from any person, firm or corporation that is in arrears or is in default to the City, or has failed to perform faithfully any previous contract with the City. If requested, the bidder must present within five (5) working days evidence satisfactory to the City of performance ability and possession of necessary facilities, financial resources, adequate insurance, and any other resources required to determine the bidder's ability to comply with the terms of this solicitation document.

11. Cancellation.

- a. The City reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds.
- b. In the event the Bidder shall default in any of the covenants, agreements, commitments, or conditions and any such default shall continue unremedied for a period of ten (10) days after written notice to the Bidder, the City may, at its option and in addition to all other rights and remedies which it may have, terminate the Agreement and all rights of the Bidder under the Agreement.
- c. Failure to maintain the required certificates of insurance, permits, licenses and bonds will be cause for contract termination. If the Bidder fails to maintain and keep in force the insurance, if required, the City shall have the right to cancel and terminate the contract without notice.

II. CONDITIONS OF PURCHASE: The following section applies to purchases/contracts after the award. See Paragraphs 1 & 2 for applicability and order of precedence.

12. Specifications.

- a. All bidders must be in compliance with all specifications and any drawings provided with this solicitation. Exceptions taken to these specifications must be noted on your bid.
- b. When specific manufacturer and model numbers are used, they are to establish a design, type, construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and the bidder/proposer is responsible for providing sufficient information to establish equivalency. The City shall be the sole judge of equivalency. Bidders are cautioned to avoid bidding alternates which do not meet specifications, which may result in rejection of their bid/proposal.

13. Regulatory Compliance.

- a. Seller represents and warrants that the goods or services furnished hereunder, including all labels, packages, and container for said goods, comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act (OSHA), as amended, with respect to design, manufacture or use for their intended purpose of said goods or services. Seller shall furnish Material Safety Data Sheets (MSDS) whenever applicable.
- b. If it is determined by the City that such standards are not met, the seller agrees to bear all costs required to meet the minimum standards as stated above for the equipment/products furnished under this contract.

14. Warranty. Unless otherwise specifically stated by the bidder, products shall be warranted against defects by the bidder for ninety (90) days from the date of receipt. If bidder or manufacturer offers warranty that exceeds 90 days, such warranty shall prevail.

15. Ownership of Printing Materials. All artwork, camera-ready copy, negative, dies, photos and similar materials used to produce a printing job shall become the property of the City. Any furnished materials shall remain the property of the City. Failure to meet this requirement will disqualify your bid.

16. Item Return Policy. Bidder will be required to accept return of products ordered in error for up to twenty-one (21) calendar days from date of receipt, with the City paying only the return shipping costs. Indicate in detail on the Bidder Response Sheet, your return policy.

17. Payment Terms and Invoicing. The City will pay properly submitted vendor invoices within thirty (30) days of receipt, providing good and/or services have been delivered, installed (if required), and accepted as specified.

- a. Payment shall be considered timely if the payment is mailed, delivered, or transferred within thirty (30) days after receipt of a properly completed invoice, unless the vendor is notified in writing by the agency of a dispute before payment is due.
- b. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order, including reference to purchase order and submittal to the correct address for processing. Invoice payment processing address is shown on the upper middle section of the purchase order. Send invoices to Accounts Payable address on the purchase order. Do not send invoices to Purchasing or ship to address.
- c. Bidders, proposers shall include discounts for early payment as a percent reduction of invoice. Invoice discounts shall be determined where applicable, from the date of acceptance of goods and/or the receipt of invoice, whichever is later. Discounts for early payment terms stated on the bid/proposal must be shown plainly on the invoice; discounts for early payment not shown on the invoice will be taken.
- d. Invoices submitted not in accordance with these instructions will be removed from the payment process and returned within ten (10) days.

18. F.O.B. Destination Freight Prepaid. Unless otherwise agreed in writing, the vendor shall bear all handling, transportation and insurance charges. Title of goods shall pass upon acceptance of goods at the City's dock.

19. Tax Exemption. The City of Madison is exempt from the payment of Federal Excise Tax and State Sales Tax. **The City Tax Exempt number is ES 42916.** Any other sales tax, use tax, imposts, revenues, excise, or other taxes which are now, or which may hereafter be imposed by Congress, the State of Wisconsin, or any other political subdivision thereof and applicable to the sale of material delivered as a result of the bidder's bid and which, by terms of the tax law, may be passed directly to the City, will be paid by the City.

20. Affirmative Action.

A. The following language applies to all successful bidders employing fifteen (15) or more employees (MGO 39.02(9)(c):

The Contractor agrees that, within thirty (30) days after the effective date of this Contract, Contractor will provide to the City of Madison Department of Civil Rights (the "Department"), certain workforce utilization statistics, using a form provided by the City.

If the Contract is still in effect, or if the City enters into a new Agreement with the Contractor, within one year after the date on which the form was required to be provided, the Contractor will provide updated workforce information using a second form, also to be furnished by the City. The second form will be submitted to the Department no later than one year after the date on which the first form was required to be provided.

The Contractor further agrees that, for at least twelve (12) months after the effective date of this Contract, it will notify the Department of each of its job openings at facilities in Dane County for which applicants not already employees of the Contractor are to be considered. The notice will include a job description, classification, qualifications, and application procedures and deadlines, shall be provided to the City by the opening date of advertisement and with sufficient time for the City to notify candidates and make a timely referral. The Contractor agrees to interview and consider candidates referred by the Department, or an organization designated by the Department, if the candidate meets the minimum qualification standards established by the Contractor, and if the referral is timely. A referral is timely if it is received by the Contractor on or before the date stated in the notice.

The Department will determine if a contractor is exempt from the above requirements (Sec. 20.A.) at the time the Request for Exemption in 20.B.(2) is made.

B. Articles of Agreement, Request for Exemption, and Release of Payment:

The "ARTICLES OF AGREEMENT" beginning on the following page, apply to all contractors, unless determined to be exempt under the following table and procedures:

NUMBER OF EMPLOYEES	LESS THAN \$25,000 Aggregate Annual Business with the City*	\$25,000 OR MORE Aggregate Annual Business with the City*
14 or less	Exempt**	Exempt**
15 or more	Exempt**	Not Exempt

*As determined by the Finance Director

**As determined by the Department of Civil Rights

(1) Exempt Status: In this section, "Exempt" means the Contractor is exempt from the Articles of Agreement in section 20.B.(5) of this Contract and from filing an Affirmative Action plan as required by Section IV of the Articles of Agreement. The Department of Civil Rights ("Department") makes the final determination as to whether a contractor is exempt. If the Contractor is not exempt, sec. 20.B.(5) shall apply and Contractor shall select option A. or B. under Article IV therein and file an Affirmative Action Plan.

(2) Request for Exemption – Fewer Than 15 Employees: (MGO 39.02(9)(a)2.) Contractors who believe they are exempt based on number of employees shall submit a Request for Exemption on a form provided by the Department within thirty (30) days of the effective date of this Contract.

(3) Exemption – Annual Aggregate Business: (MGO 39.02(9)(a)c.): The Department will determine, at the time this Contract is presented for signature, if the Contractor is exempt because it will have less than \$25,000 in annual aggregate business with the City in the calendar year. CONTRACTORS WITH 15 OR MORE EMPLOYEES WILL LOSE THIS EXEMPTION AND BECOME SUBJECT TO SEC. 20.B.(5) UPON REACHING \$25,000 OR MORE ANNUAL AGGREGATE BUSINESS WITH THE CITY WITHIN THE CALENDAR YEAR.

(4) Release of Payment: (MGO 39.02(9)(e)1.b.) All non-exempt contractors must have an approved Affirmative Action plan meeting the requirements of Article IV below on file with the Department within thirty (30) days of the effective date of this Contract and prior to release of payment by the City. Contractors that are exempt based on number of employees agree to file a Request for Exemption with the Department within thirty (30) days of the effective date and prior to release of payment by the City.

(5) Articles of Agreement:

ARTICLE I

The Contractor shall take affirmative action in accordance with the provisions of this Contract to insure that applicants are employed, and that employees are treated during employment without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national origin and that the employer shall provide harassment-free work environment for the realization of the potential of each employee. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship insofar as it is within the control of the Contractor. The Contractor agrees to post in conspicuous places available to employees and applicants notices to be provided by the City setting out the provisions of the nondiscrimination clauses in this Contract.

ARTICLE II

The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Contractors state that all qualified or qualifiable applicants will be employed without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national origin.

ARTICLE III

The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining Agreement or other Contract or understanding a notice to be provided by the City advising the labor union or workers representative of the Contractor's equal employment opportunity and affirmative action commitments. Such notices shall be posted in conspicuous places available to employees and applicants for employment.

ARTICLE IV

(This Article applies to non-public works contracts.)

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison (MGO 39.02) including the Contract compliance requirements. The Contractor warrants and certifies that one of the following paragraphs is true (check one):

- A. Contractor has prepared and has on file an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR part 60-2, as established by 43 FR 51400 November 3, 1978, including appendices required by City of Madison ordinances or it has prepared and has on file a model affirmative action plan approved by the Madison Common Council.
- B. Within thirty (30) days after the effective date of this Contract, Contractor will complete an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR Part 60-2, as established by 43 FR 51400, November 3, 1978, including appendices required by City of Madison ordinance or within thirty (30) days after the effective date of this Contract, it will complete a model affirmative action plan approved by the Madison Common Council.
- C. Contractor believes it is exempt from filing an affirmative action plan because it has fewer than fifteen (15) employees and has filed, or will file within thirty (30) days after the effective date of this Contract, a form required by the City to confirm exempt status based on number of employees. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.
- D. Contractor believes it is exempt from filing an affirmative action plan because its annual aggregate business with the City for the calendar year in which the contract takes effect is less than twenty-five thousand dollars (\$25,000), or for another reason listed in MGO 39.02(9)(a)2. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.

ARTICLE V

(This Article applies only to public works contracts.)

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison, including the Contract compliance requirements. The Contractor agrees to submit the model affirmative action plan for public works Contractors in a form approved by the Director of Affirmative Action.

ARTICLE VI

The Contractor will maintain records as required by Section 39.02(9)(f) of the Madison General Ordinances and will provide the City's Department of Affirmative Action with access to such records and to persons who have relevant and necessary information, as provided in Section 39.02(9)(f). The City agrees to keep all such records confidential, except to the extent that public inspection is required by law.

ARTICLE VII

In the event of the Contractor's or subcontractor's failure to comply with the Equal Employment Opportunity and Affirmative Action provisions of this Contract or Sections 39.03 and 39.02 of the Madison General Ordinances, it is agreed that the City at its option may do any or all of the following:

- A. Cancel, terminate or suspend this Contract in whole or in part.
- B. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.
- C. Recover on behalf of the City from the prime Contractor 0.5 percent of the Contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the Contract price, or five thousand dollars (\$5,000), whichever is less. Under public works contracts, if a subcontractor is in noncompliance, the City may recover liquidated damages from the prime Contractor in the manner described above. The preceding sentence shall not be construed to prohibit a prime Contractor from recovering the amount of such damage from the noncomplying subcontractor.

ARTICLE VIII

(This Article applies to public works contracts only.)

The Contractor shall include the above provisions of this Contract in every subcontract so that such provisions will be binding upon each subcontractor. The Contractor shall take such action with respect to any subcontractor as necessary to enforce such provisions, including sanctions provided for noncompliance.

ARTICLE IX

The Contractor shall allow the maximum feasible opportunity to small business enterprises to compete for any subcontracts entered into pursuant to this Contract. (In federally funded contracts the terms "DBE, MBE, and WBE" shall be substituted for the term "small business" in this Article.)

21. Non-Discrimination. In the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs or student status. Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.
22. Living Wage. (Applicable to Service Contracts Exceeding \$5,000.) The bidder agrees to pay all employees employed in the performance of this contract, whether on full-time or part-time basis, a base wage of not less than the City minimum hourly wage as required by Section 4.20, Madison General Ordinances. Additional information is available on our website: www.cityofmadison.com/finance/wage.
23. Prevailing Wage. (Applicable to single-trade projects of \$48,000 or more & multiple-trade projects of \$100,000 or more.) When required by Wis. 66.0903, the Contractor warrants that prevailing wages will be paid to all trades and occupations, as may be applicable under Wisconsin Statutes sec. 66.0903. Wage scale is on file with the City Engineer and linked at www.cityofmadison.com/finance/purchasing (See "Prevailing Wage Rates.").
24. **Indemnification. The Contractor shall be liable to and hereby agrees to indemnify, defend and hold harmless the City of Madison, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the acts or omissions of Contractor and any of Contractor's subcontractors in the performance of this agreement, whether caused by or contributed to by the negligence of the City or its officers, officials, agents or employees.**
25. Insurance.
The Contractor will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below. The Contractor shall not commence work under this Contract, nor shall the Contractor allow any Subcontractor to commence work on its Subcontract, until the insurance required below has been obtained and corresponding certificate(s) of insurance have been approved by the City Risk Manager.
- Commercial General Liability - The Contractor shall procure and maintain during the life of this contract, Commercial General Liability insurance including, but not limited to, products and completed operations, bodily injury, property damage, personal injury, and products and completed operations (unless determined to be inapplicable by the Risk Manager) in an amount not less than \$1,000,000 per occurrence. This policy shall also provide contractual liability in the same amount. Contractor's coverage shall be primary and list the City of Madison, its officers, officials, agents and employees as additional insureds. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance meeting the above criteria, applying on a primary basis and listing the City of Madison, its officers, officials, agents and employees as additional insureds.
 - Automobile Liability - The Contractor shall procure and maintain during the life of this contract Business Automobile Liability insurance covering owned, non-owned and hired automobiles with limits of not less than \$1,000,000 combined single limit per accident. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance covering each subcontractor and meeting the above criteria.
 - Worker's Compensation - The Contractor shall procure and maintain during the life of this contract statutory Workers' Compensation insurance as required by the State of Wisconsin. The Contractor shall also carry Employers Liability limits of at least \$100,000 Each Accident, \$100,000 Disease – Each Employee, and \$500,000 Disease – Policy Limit. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain such insurance, covering each subcontractor.
 - Professional Liability - The Contractor shall procure and maintain professional liability insurance with coverage of not less than \$1,000,000. If such policy is a "claims made" policy, all renewals thereof during the life of the contract shall include "prior acts coverage" covering at all times all claims made with respect to Contractor's work performed under the contract. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by the City.
 - Acceptability of Insurers - The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.
 - Proof of Insurance, Approval. The Contractor shall provide the City with certificate(s) of insurance showing the type, amount, effective dates, and expiration dates of required policies prior to commencing work under this Contract. Contractor shall provide the certificate(s) to the City's representative upon execution of the Contract, or sooner, for approval by the City Risk Manager. If any of the policies required above expire while this Contract is in effect, Contractor shall provide renewal certificate(s) to the City for approval. Certificate Holder language should be listed as follows:
City of Madison
ATTN: Risk Management, Room 406
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703
- The Contractor shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager. The Contractor and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Contract.
26. Work Site Damages. Any damage, including damage to finished surfaces, resulting from the performance of this contract shall be repaired to the Owner's satisfaction at the Contractor's expense.
27. Compliance.
- Regulations. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work.

- b. **Licensing and Permits.** The Contractor selected under this bid shall be required to demonstrate valid **possession of appropriate required licenses and will** keep them in effect for the term of this contract. The Contractor shall also be required, when appropriate, to obtain the necessary building permits prior to performing work on City facilities.
28. **Warranty of Materials and Workmanship.**
- The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the Contract shall be new, first class, and in accordance with the Contract Documents. The Contractor further warrants that all workmanship shall be first class and in accordance with the Contract Documents and shall be performed by persons qualified in their respective trades.
 - Work not conforming to these warranties shall be considered defective.
 - This warranty of materials and workmanship is separate and independent from and in addition to any other guarantees in this Contract.
29. **Replacement of Defective Work or Materials.** Any work or material found to be in any way defective or unsatisfactory shall be corrected or replaced by the Contractor at its own expense at the order of the City notwithstanding that it may have been previously overlooked or passed by an inspector. Inspection shall not relieve the Contractor of its obligations to furnish materials and workmanship in accordance with this contract and its specifications.
30. **Reservation of the Right to Inspect Work.** At any time during normal business hours and as often as the City may deem necessary, the Contractor shall permit the authorized representatives of the City to review and inspect all materials and workmanship at any time during the duration of this contract, provided, however, the City is under no duty to make such inspections, and any inspection so made shall not relieve the Contractor from any obligation to furnish materials and workmanship strictly in accordance with the instructions, contract requirements and specifications.
31. **Sweatfree Procurement of Items of Apparel.** If this bid results in the procurement of \$5,000 or more in garments or items of clothing, any part of which is a textile, or any shoes/ footwear, then Madison General Ordinances, Sec. 4.25 "Procurement of Items of Apparel", is hereby incorporated by reference and made part of this contract. See MGO 4.25(2) for applicability specifics. The contractor shall follow labor practices consistent with international standards of human rights, meaning that, at a minimum, contractor shall adhere to the minimum employment standards found in Section 4.25 and shall require all subcontractors and third-party suppliers to do the same. For purposes of sec. 4.25, "Subcontractor" means a person, partnership, corporation or other entity that enters into a contract with the contractor for performance of some or all of the City-contracted work and includes all third-party suppliers or producers from whom the contractor or its contractors obtains or sources goods, parts or supplies for use on the city contract and is intended to include suppliers at all level of the supply chain. The standards in Sec. 4.25 shall apply in all aspects of the contractor's and subcontractor's operations, including but not limited to, manufacture, assembly, finishing, laundering or dry cleaning, (where applicable), warehouse distribution, and delivery. Contractor acknowledges that by entering into this contract, Contractor shall be subject to all of the requirements and sanctions of sec. 4.25 of the Madison General Ordinances.
- The sanctions for violating Sec. 4.25 under an existing contract are as follows:
- Withholding of payments under an existing contract.
 - Liquidated damages. The contractor may be charged liquidated damages on an existing contract of two thousand dollars (\$2,000) per violation, or an amount equaling twenty percent (20%) of the value of the apparel, garments or corresponding accessories, equipment, materials, or supplies that the City demonstrates were produced in violation of the contract and/or this ordinance per violation; whichever is greater.
 - Termination, suspension or cancellation of a contract in whole or in part.
 - Nonrenewal when a contract calls for optional renewals.
 - Nonrenewal for lack of progress or impossible compliance. The City reserves the right to refuse to renew the contract that calls for optional renewals, when the contractor cannot comply with the minimum standard under (4)(b) and the noncompliance is taking place in a country where:
 - Progress toward implementation of the standards in this Ordinance is no longer being made; and
 - Compliance with the employment standards in the Ordinance is deemed impossible by the City and/or any independent monitoring agency acting on behalf of the City. Such determination shall be made in the sole opinion of the City and may be based upon examination of reports from governmental, human rights, labor and business organizations and after consultation with the relevant contractors and sub-contractors and any other evidence the City deems reliable.
 - Disqualification of the contractor from bidding or submitting proposals on future City contracts, or from eligibility for future city procurements as defined in sub. (2), whether or not formal bidding or requests for proposals are used, for a period of one (1) year after the first violation is found and for a period of three (3) years after a second or subsequent violation is found. The disqualification shall apply to the contractor who committed the violation(s) whether that be under the same corporate name, or as an individual, or under the name of another corporation or business entity of which he or she is a member, partner, officer, or agent.
- The exercise by the City of any or all of the above remedies, or failure to so exercise, shall not be construed to limit other remedies available to the City under this Contract nor to any other remedies available at equity or at law.
32. **Local Purchasing.** The City of Madison has adopted a local preference purchasing policy granting a 5 percent request for proposal and 1 percent request for bid scoring preference to local vendors.
- To facilitate the identification of local suppliers, the City has provided an on-line website as an opportunity for suppliers to voluntarily identify themselves as local, and to assist City staff with their buying decisions. Proposers seeking to obtain local preference are required to register on the City of Madison online registration website. Only vendors registered as of the bid due date will receive preference. Additional information is available at: www.cityofmadison.com/business/localPurchasing.
33. **Equal Benefits Requirement.** (Sec. 39.07, MGO)
- This provision applies to service contracts of more than \$25,000 executed, extended, or renewed by the City on July 1, 2012 or later, unless exempt by Sec. 39.07 of the Madison General Ordinances (MGO).

For the duration of this Contract, the Contractor agrees to offer and provide benefits to employees with domestic partners that are equal to the benefits offered and provided to married employees with spouses, and to comply with all provisions of Sec. 39.07, MGO. If a benefit would be available to the spouse of a married employee, or to the employee based on his or her status as a spouse, the benefit shall also be made available to a domestic partner of an employee, or to the employee based on his or her status as a domestic partner. "Benefits" include any plan, program or policy provided or offered to employees as part of the employer's total compensation package, including but not limited to, bereavement leave, family medical leave, sick leave, health insurance or other health benefits, dental insurance or other dental benefits, disability insurance, life insurance, membership or membership discounts, moving expenses, pension and retirement benefits, and travel benefits.

Cash Equivalent. If after making a reasonable effort to provide an equal benefit for a domestic partner of an employee, the Contractor is unable to provide the benefit, the Contractor shall provide the employee with the cash equivalent of the benefit.

Proof of Domestic Partner Status. The Contractor may require an employee to provide proof of domestic partnership status as a prerequisite to providing the equal benefits. Any such requirement of proof shall comply with Sec. 39.07(4), MGO.

Notice Posting, Compliance. The Contractor shall post a notice informing all employees of the equal benefit requirements of this Contract, the complaint procedure, and agrees to produce records upon request of the City, as required by Sec. 39.07, MGO.

Subcontractors (Service Contracts Only). Contractor shall require all subcontractors, the value of whose work is twenty-five thousand dollars (\$25,000) or more, to provide equal benefits in compliance with Sec. 39.07, MGO.

34. Weapons Prohibition. Contractor shall prohibit, and shall require its subcontractors to prohibit, its employees from carrying weapons, including concealed weapons, in the course of performance of work under this Contract, other than while at the Contractor's or subcontractor's own business premises. This requirement shall apply to vehicles used at any City work site and vehicles used to perform any work under this Contract, except vehicles that are an employee's "own motor vehicle" pursuant to Wis. Stat. sec. 175.60(15m). This section does not apply to employees who are required to carry a weapon under the express terms of the Contract (such as armed security guard services, etc.).

35. Software & Technology Purchases.

a. Software Licenses. All software license agreements shall include the City's mandatory legal terms and conditions as determined by the City Attorney. Please be advised that no City employee has the authority to bind the City by clicking on a End User License Agreement (EULA) or any other click-through terms and conditions. All legal documents associated with the purchase or download of software must be reviewed by the City Attorney and may only be signed by an individual authorized to do so.

b. Network Connection Policy. If this purchase includes software support, software maintenance, network services, and/or system development services and will require a Network Connection the City Network (as defined in the following link), the City's Network Connection Policy found at this link: www.cityofmadison.com/attorney/documents/posNetworkConnection.doc is hereby incorporated and made a part of the Contract and Contractor agrees to comply with all of its requirements.

36. Ban the Box - Arrest and Criminal Background Checks.

This provision applies to service contracts of more than \$25,000 executed by the City on January 1, 2016 or later, unless exempt by Sec. 39.08 of the Madison General Ordinances (MGO).

a. Definitions. For purposes of this requirement, "Arrest and Conviction Record" includes, but is not limited to, information indicating that a person has been questioned, apprehended, taken into custody or detention, held for investigation, arrested, charged with, indicted or tried for any felony, misdemeanor or other offense pursuant to any law enforcement or military authority.

"Conviction record" includes, but is not limited to, information indicating that a person has been convicted of a felony, misdemeanor or other offense, placed on probation, fined, imprisoned or paroled pursuant to any law enforcement or military authority.

"Background Check" means the process of checking an applicant's arrest and conviction record, through any means.

b. Requirements. For the duration of any contract awarded under this RFP, the successful contractor shall:

- (1) Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.
- (2) Refrain from asking an applicant in any manner about their arrest or conviction record until after a conditional offer of employment is made to the applicant in question.
- (3) Refrain from conducting a formal or informal background check or making any other inquiry using any privately or publicly available means of obtaining the arrest or conviction record of an applicant until after a conditional offer of employment is made to the applicant in question.
- (4) Make information about this ordinance available to applicants and existing employees, and post notices in prominent locations at the workplace with information about the ordinance and complaint procedure, using language provided by the City.
- (5) Comply with all other provisions of Sec. 39.08, MGO.

c. Exemptions: This section does not apply when:

- (1) Hiring for a position where certain convictions or violations are a bar to employment in that position under applicable law, or
- (2) Hiring a position for which information about criminal or arrest record, or a background check is required by law to be performed at a time or in a manner that would otherwise be prohibited by this ordinance, including a licensed trade or profession where the licensing authority explicitly authorizes or requires the inquiry in question.

To be exempt under sec. C.1. or 2. above, contractor must demonstrate to the City that there is a law or regulation that requires the background check in question. If so, the contractor is exempt from this section for the position(s) in question.

City of Madison
CONTRACT FOR PURCHASE OF SERVICES
(Architect)

1. PARTIES.

This is a Contract between the City of Madison, Wisconsin, hereafter referred to as the "City" and _____ hereafter referred to as "Contractor" or "Architect."

The Architect is a: Corporation Limited Liability Company General Partnership LLP
 (to be completed by Architect) Sole Proprietor Unincorporated Association Other: _____.

2. PURPOSE.

The purpose of this Contract is as set forth in Section 3.

3. SCOPE OF SERVICES AND SCHEDULE OF PAYMENTS.

Architect will perform the following services and be paid according to the following schedule(s) or attachment(s):

List all attachments here by name, and attach and label them accordingly.

Order of Precedence: In the event of a conflict between the terms of this Contract for Purchase of Services and the terms of any document attached or incorporated herein, the terms of this Contract for Purchase of Services shall control and supersede any such conflicting term.

4. TERM AND EFFECTIVE DATE.

This Contract shall become effective upon execution by the Mayor, (or the Purchasing Agent, if authorized) on behalf of the City of Madison, unless another effective date is specified in the Attachment(s) incorporated in Section 3, however in no case shall work commence before execution by the City of Madison. The term of this Contract shall be insert dates or reference attachments as needed.

5. ENTIRE AGREEMENT.

This Contract for Purchase of Services, including any and all attachments, exhibits and other documents referenced in Section 3 (hereafter, "Agreement" or "Contract") is the entire Agreement of the parties and supersedes any and all oral contracts and negotiations between the parties. If any document referenced in Section 3 includes a statement that expressly or implicitly disclaims the applicability of this Contract for Purchase of Services, or a statement that such other document is the "entire agreement," such statement shall be deemed rejected and shall not apply to this Contract.

6. ASSIGNABILITY/SUBCONTRACTING.

Architect shall not assign or subcontract any interest or obligation under this Contract without the City's prior written approval. All of the services required hereunder will be performed by Architect and employees of Architect.

7. DESIGNATED REPRESENTATIVE.

- A. Architect designates _____ as Contract Agent with primary responsibility for the performance of this Contract. In case this Contract Agent is replaced by another for any reason, the Architect will designate another Contract Agent within seven (7) calendar days of the time the first terminates his or her employment or responsibility using the procedure set forth in Section 15, Notices.
- B. In the event of the death, disability, removal or resignation of the person designated above as the Contract agent, the City may accept another person as the Contract agent or may terminate this Agreement under Section 25, at its option.

8. PROSECUTION AND PROGRESS.

- A. Services under this Agreement shall commence upon written order from the City to the Architect. This order will constitute authorization to proceed, unless another date for commencement is specified elsewhere in this Contract including documents incorporated in Section 3.
- B. The Architect shall complete the services under this Agreement within the time for completion specified in the Scope of Services, including any amendments. The Architect's services are completed when the City notifies the Architect in writing that the services are complete and are acceptable. The time for completion shall not be extended because of any delay attributable to the Architect, but it may be extended by the City in the event of a delay attributable to the City, or in the event of unavoidable delay caused by war, insurrection, natural disaster, or other unexpected event beyond the control of the Architect. If at any time the Architect believes that the time for completion of the work should be extended because of unavoidable delay caused by an unexpected event, or because of a delay attributable to the City, the Architect shall notify the City as soon as possible, but not later than seven (7) calendar days after such an event. Such notice shall include any justification for an extension of time and shall identify the amount of time claimed to be necessary to complete the work.
- C. Services by the Architect shall proceed continuously and expeditiously through completion of each phase of the work.
- D. Progress reports documenting the extent of completed services shall be prepared by the Architect and submitted to the City with each invoice under Section 24 of this Agreement, and at such other times as the City may specify.
- E. The Architect shall notify the City in writing when the Architect has determined that the services under this Agreement have been completed. When the City determines that the services are complete and are acceptable, the City will provide written notification to the Architect, acknowledging formal acceptance of the completed services.

9. AMENDMENT.

This Contract shall be binding on the parties hereto, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto. Any other change in any provision

of this Contract may only be made by a written amendment, signed by the duly authorized agent or agents who executed this Contract.

10. EXTRA SERVICES.

The City may require the Architect to perform extra services or decreased services, according to the procedure set forth in Section 24. Extra services or decreased services means services which are not different in kind or nature from the services called for in the Scope of Services, Section 3, but which may increase or decrease the quantity and kind of labor or materials or expense of performing the services. Extra services may not increase the total Contract price, as set forth in Section 23, unless the Contract is amended as provided in Section 9 above.

11. NO WAIVER.

No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or Architect shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or Architect therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

12. NON-DISCRIMINATION.

In the performance of work under this Contract, the Architect agrees not to discriminate against any employee or applicant for employment because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs or student status. Architect further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

13. AFFIRMATIVE ACTION.

A. The following language applies to all contractors employing fifteen (15) or more employees (MGO 39.02(9)(c):

The Contractor agrees that, within thirty (30) days after the effective date of this Contract, Contractor will provide to the City of Madison Department of Civil Rights (the "Department"), certain workforce utilization statistics, using a form provided by the City.

If the Contract is still in effect, or if the City enters into a new Agreement with the Contractor, within one year after the date on which the form was required to be provided, the Contractor will provide updated workforce information using a second form, also to be furnished by the City. The second form will be submitted to the Department no later than one year after the date on which the first form was required to be provided.

The Contractor further agrees that, for at least twelve (12) months after the effective date of this Contract, it will notify the Department of each of its job openings at facilities in Dane County for which applicants not already employees of the Contractor are to be considered. The notice will include a job description, classification, qualifications, and application procedures and deadlines, shall be provided to the City by the opening date of advertisement and with sufficient time for the City to notify candidates and make a timely referral. The Contractor agrees to interview and consider candidates referred by the Department, or an organization designated by the Department, if the candidate meets the minimum qualification standards established by the Contractor, and if the referral is timely. A referral is timely if it is received by the Contractor on or before the date stated in the notice.

The Department will determine if a contractor is exempt from the above requirements (Sec. 13.A.) at the time the Request for Exemption in 13.B.(2) is made.

B. Articles of Agreement, Request for Exemption, and Release of Payment:

The "ARTICLES OF AGREEMENT" beginning on the following page, apply to all contractors, unless determined to be exempt under the following table and procedures:

NUMBER OF EMPLOYEES	LESS THAN \$25,000 Aggregate Annual Business with the City*	\$25,000 OR MORE Aggregate Annual Business with the City*
14 or less	Exempt**	Exempt**
15 or more	Exempt**	Not Exempt

*As determined by the Finance Director

**As determined by the Department of Civil Rights

(1) **Exempt Status:** In this section, "Exempt" means the Contractor is exempt from the Articles of Agreement in section 13.B.(5) of this Contract and from filing an Affirmative Action plan as required by Section IV of the Articles of Agreement. The Department of Civil Rights ("Department") makes the final determination as to whether a contractor is exempt. If the Contractor is not exempt, sec. 13.B.(5) shall apply and Contractor shall select option A. or B. under Article IV therein and file an Affirmative Action Plan.

(2) **Request for Exemption – Fewer Than 15 Employees:** (MGO 39.02(9)(a)2.) Contractors who believe they are exempt based on number of employees shall submit a Request for Exemption on a form provided by the Department within thirty (30) days of the effective date of this Contract.

(3) **Exemption – Annual Aggregate Business:** (MGO 39.02(9)(a)c.): The Department will determine, at the time this Contract is presented for signature, if the Contractor is exempt because it will have less than \$25,000 in annual aggregate business with the City in the calendar year. **CONTRACTORS WITH 15 OR MORE EMPLOYEES WILL LOSE THIS**

EXEMPTION AND BECOME SUBJECT TO SEC. 13.B.(5) UPON REACHING \$25,000 OR MORE ANNUAL AGGREGATE BUSINESS WITH THE CITY WITHIN THE CALENDAR YEAR.

(4) Release of Payment: (MGO 39.02(9)(e)1.b.) All non-exempt contractors must have an approved Affirmative Action plan meeting the requirements of Article IV below on file with the Department within thirty (30) days of the effective date of this Contract and prior to release of payment by the City. Contractors that are exempt based on number of employees agree to file a Request for Exemption with the Department within thirty (30) days of the effective date and prior to release of payment by the City.

(5) Articles of Agreement:

ARTICLE I

The Contractor shall take affirmative action in accordance with the provisions of this Contract to insure that applicants are employed, and that employees are treated during employment without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national origin and that the employer shall provide harassment-free work environment for the realization of the potential of each employee. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship insofar as it is within the control of the Contractor. The Contractor agrees to post in conspicuous places available to employees and applicants notices to be provided by the City setting out the provisions of the nondiscrimination clauses in this Contract.

ARTICLE II

The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Contractors state that all qualified or qualifiable applicants will be employed without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national origin.

ARTICLE III

The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining Agreement or other Contract or understanding a notice to be provided by the City advising the labor union or workers representative of the Contractor's equal employment opportunity and affirmative action commitments. Such notices shall be posted in conspicuous places available to employees and applicants for employment.

ARTICLE IV

(This Article applies to non-public works contracts.)

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison (MGO 39.02) including the Contract compliance requirements. The Contractor warrants and certifies that one of the following paragraphs is true (check one):

- A. Contractor has prepared and has on file an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR part 60-2, as established by 43 FR 51400 November 3, 1978, including appendices required by City of Madison ordinances or it has prepared and has on file a model affirmative action plan approved by the Madison Common Council.
- B. Within thirty (30) days after the effective date of this Contract, Contractor will complete an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR Part 60-2, as established by 43 FR 51400, November 3, 1978, including appendices required by City of Madison ordinance or within thirty (30) days after the effective date of this Contract, it will complete a model affirmative action plan approved by the Madison Common Council.
- C. Contractor believes it is exempt from filing an affirmative action plan because it has fewer than fifteen (15) employees and has filed, or will file within thirty (30) days after the effective date of this Contract, a form required by the City to confirm exempt status based on number of employees. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.
- D. Contractor believes it is exempt from filing an affirmative action plan because its annual aggregate business with the City for the calendar year in which the contract takes effect is less than twenty-five thousand dollars (\$25,000), or for another reason listed in MGO 39.02(9)(a)2. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.

ARTICLE V

(This Article applies only to public works contracts.)

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison, including the Contract compliance requirements. The Contractor agrees to submit the model affirmative action plan for public works Contractors in a form approved by the Director of Affirmative Action.

ARTICLE VI

The Contractor will maintain records as required by Section 39.02(9)(f) of the Madison General Ordinances and will provide the City's Department of Affirmative Action with access to such records and to persons who have relevant and necessary information, as provided in Section 39.02(9)(f). The City agrees to keep all such records confidential, except to the extent that public inspection is required by law.

ARTICLE VII

In the event of the Contractor's or subcontractor's failure to comply with the Equal Employment Opportunity and Affirmative Action provisions of this Contract or Sections 39.03 and 39.02 of the Madison General Ordinances, it is agreed that the City at its option may do any or all of the following:

- A. Cancel, terminate or suspend this Contract in whole or in part.
- B. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.
- C. Recover on behalf of the City from the prime Contractor 0.5 percent of the Contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the Contract price, or five thousand dollars (\$5,000), whichever is less. Under public works contracts, if a subcontractor is in noncompliance, the City may recover liquidated damages from the prime Contractor in the manner described above. The preceding sentence shall not be construed to prohibit a prime Contractor from recovering the amount of such damage from the noncomplying subcontractor.

ARTICLE VIII

(This Article applies to public works contracts only.)

The Contractor shall include the above provisions of this Contract in every subcontract so that such provisions will be binding upon each subcontractor. The Contractor shall take such action with respect to any subcontractor as necessary to enforce such provisions, including sanctions provided for noncompliance.

ARTICLE IX

The Contractor shall allow the maximum feasible opportunity to small business enterprises to compete for any subcontracts entered into pursuant to this Contract. (In federally funded contracts the terms "DBE, MBE, and WBE" shall be substituted for the term "small business" in this Article.)

14. SEVERABILITY.

It is mutually agreed that in case any provision of this Contract is determined by any court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this Contract remain in full force and effect.

15. NOTICES.

All notices to be given under the terms of this Contract shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, or hand delivered to the addresses of the parties listed below:

FOR THE CITY:

(Department or Division Head)

FOR THE ARCHITECT:

16. STATUS OF ARCHITECT/INDEPENDENT/TAX FILING.

It is agreed that Architect is an independent Contractor and not an employee of the City, and that any persons who the Architect utilizes and provides for services under this Contract are employees of the Architect and are not employees of the City of Madison.

Architect shall provide its taxpayer identification number (or social security number) to the Finance Director, 210 Martin Luther King Jr. Blvd, Room 406, Madison, WI 53703, prior to payment. The Architect is informed that as an independent Contractor, s/he may have a responsibility to make estimated tax returns, file tax returns, and pay income taxes and make social security payments on the amounts received under this Contract and that no amounts will be withheld from payments made to this Architect for these purposes and that payment of taxes and making social security payments are solely the responsibility and obligation of the Architect. The Architect is further informed that s/he may be subject to civil and/or criminal penalties if s/he fails to properly report income and pay taxes and social security taxes on the amount received under this Contract.

17. GOODWILL.

Any and all goodwill arising out of this Contract inures solely to the benefit of the City; Architect waives all claims to benefit of such goodwill.

18. THIRD PARTY RIGHTS.

This Contract is intended to be solely between the parties hereto. No part of this Contract shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

19. AUDIT AND RETAINING OF DOCUMENTS.

The Architect agrees to provide all reports requested by the City including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents requested. Financial and service reports shall be provided according to a schedule (when applicable) to be included in this Contract. Any other reports or documents shall be provided within five (5) working days after the Architect receives the City's written requests, unless the parties agree in writing on a longer period. Payroll records and any other documents relating to the performance of services under the terms of this Contract shall be retained by the Architect for a period of three (3) years after completion of all work under this Contract, in order to be available for audit by the City or its designee.

20. CHOICE OF LAW AND FORUM SELECTION.

This Contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Contract that cannot be mutually resolved, the venue shall be a court of competent jurisdiction within the State of Wisconsin and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to any law.

21. COMPLIANCE WITH APPLICABLE LAWS.

The Architect shall become familiar with, and shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations which in any manner affect the services or conduct of the Architect and its agents and employees.

22. **CONFLICT OF INTEREST.**

- A. The Architect warrants that it and its agents and employees have no public or private interest, and will not acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the services under this Agreement.
- B. The Architect shall not employ or Contract with any person currently employed by the City for any services included under the provisions of this Agreement.

23. **COMPENSATION.**

It is expressly understood and agreed that in no event will the total compensation under this Contract exceed \$_____.

24. **BASIS FOR PAYMENT.**A. **GENERAL.**

- (1) The City will pay the Architect for the completed and accepted services rendered under this Contract on the basis and at the Contract price set forth in Section 23 of this Contract. The City will pay the Architect for completed and approved "extra services", if any, if such "extra services" are authorized according to the procedure established in this section. The rate of payment for "extra services" shall be the rate established in this Contract. Such payment shall be full compensation for services rendered and for all labor, material, supplies, equipment and incidentals necessary to complete the services.
- (2) The Architect shall submit invoices, on the form or format approved by the City and as may be further specified in Section 3 of this Contract. The City will pay the Contractor in accordance with the schedule, if any, set forth in Section 3. The final invoice, if applicable, shall be submitted to the City within three months of completion of services under this Agreement.
- (3) Should this Agreement contain more than one service, a separate invoice and a separate final statement shall be submitted for each individual service.
- (4) Payment shall not be construed as City acceptance of unsatisfactory or defective services or improper materials.
- (5) Final payment of any balance due the Architect will be made upon acceptance by the City of the services under the Agreement and upon receipt by the City of documents required to be returned or to be furnished by the Architect under this Agreement.
- (6) The City has the equitable right to set off against any sum due and payable to the Architect under this Agreement, any amount the City determines the Architect owes the City, whether arising under this Agreement or under any other Agreement or otherwise.
- (7) Compensation in excess of the total Contract price will not be allowed unless authorized by an amendment under Section 9, AMENDMENT.
- (8) The City will not compensate for unsatisfactory performance by the Architect.

B. **SERVICE ORDERS, EXTRA SERVICE, OR DECREASED SERVICE.**

- (1) Written orders regarding the services, including extra services or decreased services, will be given by the City, using the procedure set forth in Section 15, NOTICES.
- (2) The City may, by written order, request extra services or decreased services, as defined in Section 10 of this Contract. Unless the Architect believes the extra services entitle it to extra compensation or additional time, the Architect shall proceed to furnish the necessary labor, materials, and professional services to complete the services within the time limits specified in the Scope of Services, Section 3 of this Agreement, including any amendments under Section 9 of this Agreement.
- (3) If in the Architect's opinion the order for extra service would entitle it to extra compensation or extra time, or both, the Architect shall not proceed to carry out the extra service, but shall notify the City, pursuant to Section 15 of this Agreement. The notification shall include the justification for the claim for extra compensation or extra time, or both, and the amount of additional fee or time requested.
- (4) The City shall review the Architect's submittal and respond in writing, either authorizing the Architect to perform the extra service, or refusing to authorize it. The Architect shall not receive additional compensation or time unless the extra compensation is authorized by the City in writing.

25. **DEFAULT/TERMINATION.**

- A. In the event Architect shall default in any of the covenants, agreements, commitments, or conditions herein contained, and any such default shall continue unremedied for a period of ten (10) days after written notice thereof to Architect, the City may, at its option and in addition to all other rights and remedies which it may have at law or in equity against Architect, including expressly the specific enforcement hereof, forthwith have the cumulative right to immediately terminate this Contract and all rights of Architect under this Contract.
- B. Notwithstanding paragraph A., above, the City may in its sole discretion and without any reason terminate this Agreement at any time by furnishing the Architect with ten (10) days' written notice of termination. In the event of termination under this subsection, the City will pay for all work completed by the Architect and accepted by the City.

26. **INDEMNIFICATION.**

Architect shall be liable to and hereby agrees to indemnify, defend and hold harmless the City of Madison, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the Architect's and/or subcontractor's negligent acts, errors or omissions, in the performance of this Agreement.

27. **STANDARD OF CARE.**

The Architect agrees that all work performed under this Contract shall be performed in accordance with good, sound architectural design and applicable engineering, geological, or other applicable professional or trade practices, shall be in conformity with any

applicable data, specification, and design criteria attached to or included by reference in this Contract, and that performance under this Contract shall reflect the Architect's best professional knowledge, skill and judgment.

Architect shall, to the best of his/her information and knowledge, prepare all design and construction plans and documents and other materials or deliverables required under this Contract in such a manner to be accurate, coordinated and adequate for construction and the Architect shall review all of the same for conformity and compliance with all applicable laws, codes and regulations.

28. **INSURANCE.**

A. The Contractor will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below. The Contractor shall not commence work under this Contract, nor shall the Contractor allow any Subcontractor to commence work on its Subcontract, until the insurance coverage required below has been obtained and approved by the City Risk Manager, under the procedures in Section 28. C., below.

Commercial General Liability

The Contractor shall procure and maintain during the life of this Contract, Commercial General Liability insurance including, but not limited to bodily injury, property damage, personal injury, and products and completed operations (unless determined to be inapplicable by the Risk Manager) in an amount not less than \$1,000,000 per occurrence. This policy shall also provide contractual liability in the same amount. Contractor's coverage shall be primary and list the City of Madison, its officers, officials, agents and employees as additional insureds. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance meeting the above criteria, applying on a primary basis and listing the City of Madison, its officers, officials, agents and employees as additional insureds.

Automobile Liability

The Contractor shall procure and maintain during the life of this Contract Business Automobile Liability insurance covering owned, non-owned and hired automobiles with limits of not less than \$1,000,000 combined single limit per accident. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance covering each subcontractor and meeting the above criteria.

Worker's Compensation

The Contractor shall procure and maintain during the life of this Contract statutory Workers' Compensation insurance as required by the State of Wisconsin. The Contractor shall also carry Employers Liability limits of at least \$100,000 Each Accident, \$100,000 Disease – Each Employee, and \$500,000 Disease – Policy Limit. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain such insurance, covering each subcontractor.

Professional Liability

The Contractor shall procure and maintain professional liability insurance with coverage of not less than \$1,000,000. If such policy is a "claims made" policy, all renewals thereof during the life of the Contract shall include "prior acts coverage" covering at all times all claims made with respect to Contractor's work performed under the Contract. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by the City.

B. Acceptability of Insurers. The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.

C. Proof of Insurance, Approval. The Contractor shall provide the City with certificate(s) of insurance showing the type, amount, effective dates, and expiration dates of required policies prior to commencing work under this Contract. Contractor shall provide the certificate(s) to the City's representative upon execution of the Contract, or sooner, for approval by the City Risk Manager. If any of the policies required above expire while this Contract is still in effect, Contractor shall provide renewal certificate(s) to the City for approval. Certificate Holder language should be listed as follows:

City of Madison
ATTN: Risk Management, Room 406
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703

The Contractor shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager. The Contractor and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Contract.

D. Notice of Cancellation. The Contractor and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Contract.

29. **OWNERSHIP OF CONTRACT PRODUCT.**

The original drawings and specifications, renderings, models, scale details, approved copies of shop drawings, record drawings and other such documents prepared by the Architect pursuant to this Contract shall become the property of the City on completion and acceptance of the Architect's work, or upon termination of the Contract, and shall be delivered to the City.

The City will not unilaterally construct additional building(s) based on the architectural work produced under this Contract, without written Agreement by the Architect. Documents prepared under this Contract may be distributed by the City for informational purposes without additional compensation to the Architect.

Specifications and isolated, detail drawings inherent to the architectural design of the project, whether provided by the City or generated by the Architect, shall be available for future use by the parties to this Contract and other parties, each at their own risk.

If design and documentation has been completed using automated or computerized techniques, the Architect shall provide a copy of project documents upon request in a format approved by the City.

30. **LIVING WAGE (Applicable to contracts exceeding \$5,000).**

Unless Contractor is not subject to the requirements of Section 4.20, Madison General Ordinances, the Contractor agrees to pay all employees employed by the Contractor in the performance of this Contract, whether on a full-time or part-time basis, a base wage of not less than the City minimum hourly wage as required by Section 4.20, Madison General Ordinances.

31. **EQUAL BENEFITS REQUIREMENT (Sec. 39.07, MGO.) (Applicable to contracts exceeding \$25,000).**

This provision applies to service contracts of more than \$25,000 executed, extended, or renewed by the City on July 1, 2012 or later, unless exempt by Sec. 39.07 of the Madison General Ordinances (MGO).

For the duration of this Contract, the Contractor agrees to offer and provide benefits to employees with domestic partners that are equal to the benefits offered and provided to married employees with spouses, and to comply with all provisions of Sec. 39.07, MGO. If a benefit would be available to the spouse of a married employee, or to the employee based on his or her status as a spouse, the benefit shall also be made available to a domestic partner of an employee, or to the employee based on his or her status as a domestic partner. "Benefits" include any plan, program or policy provided or offered to employees as part of the employer's total compensation package, including but not limited to, bereavement leave, family medical leave, sick leave, health insurance or other health benefits, dental insurance or other dental benefits, disability insurance, life insurance, membership or membership discounts, moving expenses, pension and retirement benefits, and travel benefits.

Cash Equivalent. If after making a reasonable effort to provide an equal benefit for a domestic partner of an employee, the Contractor is unable to provide the benefit, the Contractor shall provide the employee with the cash equivalent of the benefit.

Proof of Domestic Partner Status. The Contractor may require an employee to provide proof of domestic partnership status as a prerequisite to providing the equal benefits. Any such requirement of proof shall comply with Sec. 39.07(4), MGO.

Notice Posting, Compliance. The Contractor shall post a notice informing all employees of the equal benefit requirements of this Contract, the complaint procedure, and agrees to produce records upon request of the City, as required by Sec. 39.07, MGO.

Subcontractors (Service Contracts Only). Contractor shall require all subcontractors, the value of whose work is twenty-five thousand dollars (\$25,000) or more, to provide equal benefits in compliance with Sec. 39.07, MGO.

32. **BAN THE BOX - ARREST AND CRIMINAL BACKGROUND CHECKS.** (Sec. 39.08, MGO. Applicable to contracts exceeding \$25,000.)

A. **DEFINITIONS.**

For purposes of this section, "Arrest and Conviction Record" includes, but is not limited to, information indicating that a person has been questioned, apprehended, taken into custody or detention, held for investigation, arrested, charged with, indicted or tried for any felony, misdemeanor or other offense pursuant to any law enforcement or military authority.

"Conviction record" includes, but is not limited to, information indicating that a person has been convicted of a felony, misdemeanor or other offense, placed on probation, fined, imprisoned or paroled pursuant to any law enforcement or military authority.

"Background Check" means the process of checking an applicant's arrest and conviction record, through any means.

B. **REQUIREMENTS.** For the duration of this Contract, the Contractor shall:

- (1) Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.
- (2) Refrain from asking an applicant in any manner about their arrest or conviction record until after conditional offer of employment is made to the applicant in question.
- (3) Refrain from conducting a formal or informal background check or making any other inquiry using any privately or publicly available means of obtaining the arrest or conviction record of an applicant until after a conditional offer of employment is made to the applicant in question.
- (4) Make information about this ordinance available to applicants and existing employees, and post notices in prominent locations at the workplace with information about the ordinance and complaint procedure using language provided by the City.
- (5) Comply with all other provisions of Sec. 39.08, MGO.

C. **EXEMPTIONS:** This section does not apply when:

- (1) Hiring for a position where certain convictions or violations are a bar to employment in that position under applicable law, or
- (2) Hiring a position for which information about criminal or arrest record, or a background check is required by law to be performed at a time or in a manner that would otherwise be prohibited by this ordinance, including a licensed trade or profession where the licensing authority explicitly authorizes or requires the inquiry in question.

To be exempt under sec. C.(1) or (2) above, Contractor must demonstrate to the City that there is a law or regulation that requires the hiring practice in question. If so, the contractor is exempt from this section for the position(s) in question.

33. **WEAPONS PROHIBITION.**

Contractor shall prohibit, and shall require its subcontractors to prohibit, its employees from carrying weapons, including concealed weapons, in the course of performance of work under this Contract, other than while at the Contractor's or subcontractor's own business premises. This requirement shall apply to vehicles used at any City work site and vehicles used to perform any work under this Contract, except vehicles that are an employee's "own motor vehicle" pursuant to Wis. Stat. sec. 175.60(15m).

34. **AUTHORITY.**

Contractor represents that it has the authority to enter into this Contract. If the Contractor is not an individual, the person signing on behalf of the Contractor represents and warrants that he or she has been duly authorized to bind the Contractor and sign this Contract on the Contractor's behalf.

35. **COUNTERPARTS, ELECTRONIC DELIVERY.**

This Contract may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original. Executed copies or counterparts of this Contract may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Contract, fully executed, shall be as valid as an original.

SAMPLE

IN WITNESS WHEREOF, the parties hereto have set their hands at Madison, Wisconsin.

CONTRACTOR

(Type or Print Name of Contracting Entity)

By: _____
(Signature)

(Print Name and Title of Person Signing)

Date: _____

**CITY OF MADISON, WISCONSIN
a municipal corporation**

By: _____
Paul R. Soglin, Mayor

Date: _____

Approved:

David P. Schmiedicke, Finance Director

By: _____
Maribeth Witzel-Behl, City Clerk

Date: _____

Date: _____

Approved as to Form:

Eric T. Veum, Risk Manager

Michael P. May, City Attorney

Date: _____

Date: _____

NOTE: Certain service contracts may be executed by the designee of the Finance Director on behalf of the City of Madison:

By: _____
Randy Whitehead, CPA
Principal Accountant

_____ Date

MGO 4.26(3) and (5) authorize the Finance Director or designee to sign purchase of service contracts when all of the following apply:

- (a) The funds are included in the approved City budget.
- (b) An RFP or competitive process was used, or the Contract is exempt from competitive bidding under 4.26(4)(a).
- (c) The City Attorney has approved the form of the Contract.
- (d) The Contract complies with other laws, resolutions and ordinances.
- (e) The Contract is for a period of 1 year or less, OR not more than 3 years AND the average cost is not more than \$50,000 per year, AND was subject to competitive bidding. (If over \$25,000 and exempt from bidding under 4.26(4)(a), regardless of duration of the Contract, the Common Council must authorize the Contract by resolution and the Mayor and City Clerk must sign, per 4.26(5)(b).)

Emergency Service contracts may also be signed by the designee of the Finance Director if the requirements of MGO 4.26(3)(c) are met.



WaterSense[®] New Home Specification

Effective July 24, 2014

WATERSENSE® NEW HOME SPECIFICATION EFFECTIVE JULY 24, 2014

1.0 SCOPE AND OBJECTIVE

This specification establishes the criteria for water-efficient new homes under the U.S. Environmental Protection Agency's (EPA's) WaterSense® program. It is applicable to newly constructed homes that are:

- Single-family homes and townhomes.
OR
- Residential units in multi-family buildings, three stories or less in size.
OR
- Residential units in multi-family buildings, including mixed-use buildings that have independent heating, cooling, and hot water systems separate from other units.¹

A new home must be built by a [WaterSense builder partner](#) and meet all of the relevant criteria to become a WaterSense labeled new home.

The intent of this specification is to reduce indoor and outdoor water usage in new residential homes, thereby lowering consumers' utility bills and encouraging water and wastewater infrastructure savings. EPA's goal is that WaterSense labeled new homes will use approximately 20 percent less water than a typical new home by using a combination of prescriptive and performance-based approaches identified in this specification.

This specification is not intended to contravene state or local codes and requirements. All homes, landscapes, and irrigation systems shall meet all applicable national, state, and local regulations. In addition, plumbing and irrigation installers shall meet all applicable state and local licensing requirements. Unless indicated, criteria for the individual components or products detailed in this specification do not constitute criteria to earn the WaterSense label for that component or product category. Individual component criteria are valid only in the context of this specification.

2.0 SUMMARY OF CRITERIA

New homes must meet criteria in three areas:

1. Indoor water use, including plumbing, plumbing fixtures and fittings, appliances, and other water-using equipment.
2. Outdoor water use, including landscape design. Irrigation systems are not required. Irrigation systems that are installed must meet the criteria in this specification.
3. Homeowner education.

For units in a multi-family building to be eligible for the WaterSense label, certain prerequisites must be met in all common-use areas and systems as described within the specification and summarized in [Appendix D](#).

¹ Units in buildings that utilize central hot water systems powered by alternative energies, such as solar or geothermal, for domestic hot water are allowed if the alternative energy source provides at least 50 percent of the hot water needs for the residential units.

3.0 INDOOR WATER EFFICIENCY CRITERIA

- 3.1 Leaks – There shall be no detected leaks from any water-using fixtures, appliances, or equipment. Compliance shall be verified through pressure-loss testing and visual inspection.
- 3.2 Service Pressure – The static service pressure shall be a maximum of 60 pounds per square inch (psi) (414 kilopascal [kPa]). Compliance for homes supplied by groundwater wells shall be achieved by use of a pressure tank. Compliance for single-family homes with publicly supplied water shall be achieved by one of the following methods:
- Use of a pressure-regulating valve (PRV) downstream of the point of connection. All fixture connections shall be downstream of the PRV.
 - Determination that the service pressure at the home is 60 psi or less at the time of inspection and documentation from the public water supplier that the service pressure is unlikely to regularly exceed 60 psi at the home on a daily or seasonal basis.

For units in multi-family buildings, the service pressure within each unit shall be at a maximum of 60 psi.

Piping for fire sprinkler systems is excluded from this requirement and should comply with state and local codes and regulations.

- 3.3 Hot Water Delivery System – To minimize water wasted while waiting for hot water, the hot water delivery system shall store no more than 0.5 gallons (1.9 liters) of water in any piping/manifold between the hot water source and any hot water fixture. To account for the additional water that must be removed from the system before hot water can be delivered, no more than 0.6 gallons (2.3 liters) of water shall be collected from the hot water fixture before hot water is delivered. Recirculation systems must be demand-initiated. Systems that are activated based solely on a timer and/or temperature sensor do not meet this requirement.

See Appendix B to determine the approximate volume of water in piping systems.

3.4 Toilets and Flushing Urinals

- 3.4.1 Toilets – All toilets shall be WaterSense labeled tank-type toilets. A listing of labeled toilets can be found at www.epa.gov/watersense/product_search.html.
- 3.4.2 Flushing urinals – All flushing urinals, if installed, shall be WaterSense labeled flushing urinals. A listing of labeled urinals can be found at www.epa.gov/watersense/product_search.html.

3.5 Bathroom and Kitchen Faucets

- 3.5.1 Bathroom sink faucets – All bathroom sink faucets shall be [WaterSense labeled bathroom sink faucets or faucet accessories](#) (e.g., aerators). A list of labeled faucets and accessories can be found at www.epa.gov/watersense/product_search.html.
- 3.5.2 Kitchen sink faucets – All kitchen sink faucets shall comply with federal standards for a maximum flow rate of 2.2 gallons per minute (gpm) (8.3 liters per minute [lpm]).

3.6 Showerheads and Shower Compartments

- 3.6.1 Showerheads – All showerheads shall be [WaterSense labeled showerheads](#). This includes fixed showerheads that direct water onto a user (excluding body sprays) for bathing purposes and hand-held showers. A list of labeled showerheads can be found at www.epa.gov/watersense/product_search.html. In cases where more than one showerhead or hand-held shower is provided in combination with others in a single device intended to be connected to a single shower outlet, the entire device must meet the maximum flow requirement in all possible operating modes.
- 3.6.2 Shower compartments – The total allowable flow rate of water from all showerheads flowing at any given time, including rain systems, waterfalls, body sprays, and jets, shall be limited to 2.0 gpm per shower compartment, where the floor area of the shower compartment is less than or equal to 2,160 square inches (in²) (1.4 meters² [m²]). For each increment of 2,160 in² (1.4 m²) of floor area thereafter or part thereof, additional showerheads are allowed, provided the total flow rate of water from all flowing devices is equal to or less than 2.0 gpm per shower compartment, and the additional showerheads are operated by controls that are separate from the other showerheads in the compartment.

3.7 Appliances – If the following types of appliances are financed, installed, or sold as upgrades through the homebuilder, they shall meet these criteria:

- 3.7.1 Dishwashers – Dishwashers shall be ENERGY STAR® qualified. A listing of qualified dishwashers can be found at www.energystar.gov/index.cfm?fuseaction=dishwash.search_dishwashers.
- 3.7.2 Clothes washers – Clothes washers, including those in common-use laundry rooms of multi-family buildings, shall be ENERGY STAR qualified with a [water factor](#) (WF) of less than or equal to 6.0 gallons of water per cycle per cubic foot of capacity. A listing of qualified residential clothes washers can be found at www.energystar.gov/index.cfm?fuseaction=clotheswash.search_clotheswashers and a listing of qualified commercial clothes washers can be found at

www.energystar.gov/index.cfm?fuseaction=find_a_product.showProductGroup&pgw_code=CCW.

- 3.8 Other Equipment – If the following pieces of equipment are financed, installed, or sold as upgrades through the homebuilder, they shall meet these criteria:
- 3.8.1 Evaporative cooling systems – Individual [evaporative cooling systems](#) (i.e., swamp coolers) shall use a maximum of 3.5 gallons (13.3 liters) of water per ton-hour of cooling when adjusted to maximum water use. Blowdown shall be based on time of operation, not to exceed three times in a 24-hour period of operating (every 8 hours). Blowdown shall be mediated by conductivity or basin water temperature-based controllers. Once-through or single-pass cooling systems, systems with continuous blowdown/bleedoff, and systems with timer-only mediated blowdown management shall not be used to meet these criteria.
- 3.8.2 Water softeners – All self-regenerating water softeners shall be certified to meet [NSF/ANSI 44 Residential Cation Exchange Water Softeners](#),² including the voluntary efficiency rating standards in Section 7 – *Mandatory testing for elective claims* for efficiency rated systems, which states that water softeners shall:
- Be a demand-initiated regeneration system (i.e., it must use a flow meter or water hardness sensor to initiate regeneration; devices that use time clock-initiated regeneration [fixed time schedule] do not qualify for the efficiency rating).
 - Have a rated salt efficiency of not less than 3,350 grains of total hardness exchange per pound of salt, based on sodium chloride (NaCl) equivalency (477 grams of total hardness exchange per kilogram of salt).
 - Not generate more than 5.0 gallons of water per 1,000 grains of hardness removed during the service cycle (18.9 liters per 64.8 grams of total hardness removed).
- 3.8.3 Drinking water treatment systems – Drinking water treatment systems must be certified to meet applicable NSF/ANSI standards, which are:
- NSF/ANSI 42 Drinking Water Treatment Units – Aesthetic Effects
 - NSF/ANSI 53 Drinking Water Treatment Units – Health Effects
 - NSF/ANSI 55 Ultraviolet Microbiological Water Treatment Systems
 - NSF/ANSI 58 Reverse Osmosis Drinking Water Treatment Systems
 - NSF/ANSI 62 Drinking Water Distillation Systems
- Such systems shall yield at least 85 gallons of treated water for each 100 gallons of water processed.
- 3.9 Metering – In multi-family buildings, each unit must be individually metered, submetered, or equipped with an alternate technology capable of tracking water use and making the information available to the residents of the individual unit.

² References to these and other NSF and ANSI standards apply to the most current version of those standards.

4.0 OUTDOOR WATER EFFICIENCY CRITERIA

- 4.1 Landscape – All landscape criteria for single-family homes apply to the front yard. In addition, the criteria apply to all areas improved upon by the builder for single-family and multi-family buildings, including common-use areas of multi-family buildings intended or made available for the use of building residents. This includes areas with vegetation beyond temporary stabilization measures, irrigation systems, permeable hardscape or softscape features, pools, spas, and/or water features.

Temporary landscapes (e.g., straw over bare soil) may be installed if permanent landscapes cannot be installed due to climate conditions or because occupancy of units in multi-family buildings occurs before common-area landscapes are installed. Homes or buildings with temporary landscapes can be inspected for compliance with indoor criteria and may be sold or occupied before a permanent landscape is installed. The WaterSense label designation (including use of stickers and certificates) may not be issued until the permanent landscape is installed, inspected, and certified to comply with all applicable criteria.

- 4.1.1 Landscape design – Design of the landscaped area shall be developed using the WaterSense Water Budget Tool. The tool and *WaterSense Water Budget Approach* can be found at www.epa.gov/watersense/water_budget. In single-family homes, pools, spas, and other water features shall be treated as turfgrass.

Lots with total landscapable areas equal to or less than 1,000 square feet are exempt from Criterion 4.1.1: *Landscape design*.

For multi-family buildings, common-use pools/spas and all areas that are reserved for private use of a particular residence/unit (e.g., areas deeded, identified as limited-use common elements, or otherwise restricted by building management) are excluded from the landscapable area. Additional criteria apply to pools/spas in Criterion 4.1.4: *Pools/spas*.

- 4.1.2 Slopes – Slopes in excess of 4 feet of horizontal run per 1 foot vertical rise (4:1) shall be vegetated.
- 4.1.3 Mulching – All exposed soil shall be covered with a 2- to 3-inch layer of mulching material.
- 4.1.4 Pools/spas – Pools and spas financed, installed, or sold as upgrades by the homebuilder in single-family homes shall have an appropriate cover.

Common-use pools/spas in multi-family buildings must have the following features:

1. Be independently metered such that water use attributable to the pool and/or spa can be tracked and leaks can be readily identified.
2. Be equipped with a gutter or grate system to catch water splashes or drag-outs.

3. Be equipped with either sorptive media or cartridge filtration.
- 4.1.5 Ornamental water features – [Ornamental water features](#) financed, installed, or sold as upgrades by the homebuilder must recirculate water and serve a beneficial use.
- 4.2 Irrigation System – Irrigation systems are not required. Irrigation systems that are financed, installed, or sold through the homebuilder must meet the following criteria:
 - 4.2.1 Design and installation – All irrigation systems shall be designed or installed by an [irrigation professional](#) certified by a WaterSense labeled program..

Waivers from this requirement may be available if there are an insufficient number of available certified irrigation professionals. See [Appendix C](#) for details on determining whether there are a sufficient number of available certified irrigation professionals in your area.
 - 4.2.2 Post-installation audit – All irrigation systems shall be [audited](#) by a certified irrigation professional. Auditing procedures are described in the *Guidelines for Irrigation Audits on WaterSense Labeled New Homes* at www.epa.gov/watersense/docs/home_irr-audit-guidelines508.pdf.

Waivers from this requirement may be available if there are an insufficient number of available certified irrigation professionals. See [Appendix C](#) for details on determining whether there are a sufficient number of available certified irrigation professionals in your area.
 - 4.2.3 Leaks – There shall be no detected leaks during the operation of the irrigation system. The system shall be checked for leaks during the post-installation audit.
 - 4.2.4 Runoff/overspray – Irrigation systems shall be designed and installed to sustain the landscape without creating runoff or direct overspray during a minimum operating duration.

Runoff and direct overspray shall be measured during the post-installation audit. The certified irrigation professional shall determine the minimum operating duration based on landscape conditions and irrigation system design.
 - 4.2.5 Distribution uniformity – Irrigation systems shall achieve a [lower quarter distribution uniformity](#) (DU_{LQ}) of 65 percent or greater. Distribution uniformity shall be measured on the largest spray-irrigated area during the post-installation audit.
 - 4.2.6 Rainfall shut-off device – Irrigation systems shall be equipped with technology that inhibits or interrupts operation of the irrigation system

during periods of rainfall or sufficient moisture (e.g., rain sensors, soil moisture sensors).

- 4.2.7 **Irrigation controllers** – Irrigation systems shall be equipped with [WaterSense labeled weather-based irrigation controllers](#) or soil moisture sensor-based irrigation controllers that contain the following capabilities in both smart and standard mode:
1. The controller shall be capable of preserving the contents of the irrigation program settings when the power source is lost and without relying on an external battery backup.
 2. The controller shall either be capable of independent, zone-specific programming or storing a minimum of three different programs to allow for separate schedules for zones with differing water needs.
 3. The controller shall be capable of indicating to the user when it is not receiving a signal or local sensor input and is not adjusting irrigation based on current weather or soil moisture conditions.
 4. The controller shall be capable of interfacing with a rainfall device.
 5. The controller shall be capable of accommodating watering restrictions as follows:
 - Operation on a prescribed day(s)-of-week schedule (e.g., Monday-Wednesday-Friday, Tuesday-Thursday-Saturday; any two days; any single day).
 - Either even-day or odd-day scheduling, or any day interval scheduling between two and seven days.
 - The ability to set irrigation runtimes to avoid watering during a prohibited time of day (e.g., between 9:00 a.m. and 9:00 p.m.).
 - Complete shut-off (e.g., on/off switch) to accommodate outdoor irrigation prohibition restrictions.
 6. The controller shall include a percent adjust (water budget) feature.³
 7. If the primary source of weather or soil moisture information is lost, the controller shall be capable of reverting to either a proxy of historical weather data or a percent adjust (water budget) feature.
 8. The controller shall be capable of allowing for a manual operation troubleshooting test cycle and shall automatically return to smart mode within some period of time as designated by the manufacturer, even if the switch is still positioned for manual operation.

A list of labeled weather-based irrigation controllers can be found at www.epa.gov/watersense/product_search.html.

- 4.2.8 **Sprinkler irrigation** – [Sprinkler irrigation](#), other than as a component of a [micro-irrigation system](#), shall not be used to water plantings other than maintained turfgrass. Sprinkler heads shall have a 4-inch or greater pop-up height and matched precipitation nozzles. Sprinkler irrigation shall not be used on strips of turfgrass less than 4 feet wide, nor on slopes in excess of 4 feet of horizontal run per 1 foot vertical rise (4:1).

³ The percent adjust (water budget) feature is defined as having the means to increase or decrease the runtimes or application rates for zones by means of one adjustment without modifying the settings for each individual zone.

- 4.2.9 Micro-irrigation systems – At a minimum, micro-irrigation systems shall be equipped with pressure regulators, filters, and flush end assemblies.
- 4.2.10 Schedule – Two watering schedules, developed by the certified irrigation professional as part of the post-installation audit, shall be posted at the controller. One schedule shall be designed to address the initial grow-in phase of the landscape, and the second schedule shall be designed to address an established landscape. Both schedules shall vary according to the seasons.
- 4.2.11 Metering – If an irrigation system is installed in a multi-family building, the system shall be independently metered, submetered, or equipped with an alternate technology capable of tracking water used for outdoor irrigation.

5.0 HOMEOWNER AND BUILDING MANAGEMENT EDUCATION

- 5.1 Operating Manual (for single-family homes) – The builder shall develop and provide to the single-family homeowner a written operating and maintenance manual for all water-using equipment or controls installed in the house and yard, including all relevant WaterSense materials on indoor and outdoor water use. This may be a chapter or folder in an existing manual. If clothes washers or dishwashers are not provided, general information about water-efficient appliances shall be included.
 - 5.1.1 Irrigation system – If an irrigation system is installed, the builder shall provide the single-family homebuyer with a record drawing (e.g., schematic) of the system, an itemized list of irrigation components, copies of the irrigation schedules, and information about reprogramming the schedule after establishment of the landscape. This information should be included in the operating manual.
- 5.2 Occupant Operating Manual (for homes in a multi-family building) – For multi-family buildings, the builder shall develop and provide to the occupant of each labeled unit a written operating and maintenance manual for all water-using equipment or controls installed in the unit, including all relevant WaterSense materials on indoor water use. This may be a chapter or folder in an existing manual. If clothes washers or dishwashers are not provided but hookups are present, general information about water-efficient appliances shall be included. In addition, the manual shall include relevant information on water-saving features of the building outside the unit, including landscape, pools, and laundry facilities.
- 5.3 Building Operating Manual – For multi-family buildings, the builder shall provide to the building management an operating and maintenance manual for all water-using equipment and controls outside of individual dwellings or inside of individual dwellings that are maintained by building management.
 - 5.3.1 Irrigation systems – If an irrigation system is installed, the builder shall provide building management with a record drawing (e.g., schematic) of

the system, an itemized list of irrigation components, copies of the irrigation schedules, and information about reprogramming the schedule after establishment of the landscape.

- 5.3.2 Pools/spas – If pools and/or spas are present, the builder shall include detailed information regarding filtration equipment and the manufacturer’s recommended maintenance schedule, as well information on monitoring pools/spas for leaks.

6.0 FUTURE SPECIFICATION REVISIONS

EPA reserves the right to revise this specification should technological and/or market changes affect its usefulness to consumers, industry, or the environment. Industry partners and other interested parties will be notified in advance of anticipated changes. Revisions to the specification would be made following receipt of comments from and discussions with industry partners and other interested parties.

7.0 DEFINITIONS

ANSI – American National Standards Institute

ASME – American Society of Mechanical Engineers

CSA – Canadian Standards Association

EPA licensed certification provider – An organization licensed by EPA to hire or contract with inspectors, oversee new home inspections, and provide builder partners of certified new homes with the WaterSense new home label certificate. More information concerning the licensed certification provider’s roles and responsibilities can be found in the [WaterSense New Home Certification System](#).

Evaporative cooling system – System that cools the air using water evaporation. There are two types of evaporative cooling systems: direct and indirect, both called “two-stage.” In a direct evaporative cooling system, a blower forces air through a permeable, water-soaked pad. As the air passes through the pad, it is filtered, cooled, and humidified. An indirect evaporative cooling system has a secondary heat exchanger that prevents humidity from being added to the airstream that enters the home. Cooling systems are defined by the temperatures they can “hold,” either in the space and/or the process or equipment, and the amount of heat they can remove at full capacity. This heat removal is normally expressed in tons of cooling (i.e., refrigeration) capacity. One ton of cooling equals precisely 12,000 British thermal units of heat removal per hour (Btu/h).

Front yard – Use local code definitions when available. Otherwise, the front yard means the portion of the lot extending across the full width of the lot between the front lot line and the front walls of the house.

Hand-held shower– A subset of showerheads that are moveable devices for directing water onto a user and are connected to the shower valve via a hose. Hand-held showers can be installed on a support to function as a showerhead.

Hot water source – The container in which water is stored and/or heated, such as a hot water heater or a demand-controlled recirculation loop.

Irrigation professional certified by a WaterSense labeled program (i.e., certified irrigation professional) – A professional certified by a WaterSense labeled program who has demonstrated expertise in water-efficient irrigation technology and techniques. The specifications for professional certification programs can be found at www.epa.gov/watersense/partners/product_program_specs.html, and WaterSense’s Directory of Certified Professionals can be found at www.epa.gov/watersense/findapro. For irrigation professionals interested in obtaining a certification, a complete list of WaterSense labeled certification programs can be found at www.epa.gov/watersense/outdoor/cert_programs.html.

Landscaped area – The designed area of landscape excluding the footprint of the home and permanent hardscape areas, such as driveways, sidewalks, and patios. Septic drainage fields and public right-of-ways should also be excluded from this calculation.

Lower quarter distribution uniformity (DU_{LQ}) – The measure of uniformity of irrigation water applied over an area. DU_{LQ} is the ratio of the average of the lowest 25 percent of measurements to the overall average measurement.

Micro-irrigation system – The frequent application of small quantities of water on or below the soil surface as drops, tiny streams, or miniature spray through emitters or applicators placed along a water delivery line. Micro-irrigation encompasses a number of methods or concepts, such as bubbler, drip, trickle, mist, or spray and subsurface irrigation.⁴ For purposes of this specification, micro-irrigation includes emission devices that have flow rates less than 30 gallons per hour (113.6 liters per hour).

Mulching material – A permeable arrangement of organic and/or inorganic materials that will help to retain soil moisture, suppress weeds, and allow free movement of oxygen into and out of the soil.

NSF – NSF International

Ornamental water feature – Includes fountains, ponds, waterfalls, man-made streams, and other decorative water-related constructions. To meet the criteria, these features shall recirculate water and serve a beneficial use (e.g., habitat for wildlife, stormwater management, cooling properties).

Post-installation irrigation system audit – Procedure to collect and present information concerning the uniformity of application, precipitation rate, and general condition of an irrigation system and its components.⁵

Sprinkler irrigation – Type of irrigation using mechanical devices with nozzles (sprinklers) to distribute the water by converting water pressure to a high-velocity discharge stream or streams.⁶

⁴ American Society of Agricultural Engineers, ASAE EP405.1 FEB03 Design and Installation of Microirrigation Systems. 2003.

⁵ Irrigation Association. *Landscape Irrigation Scheduling and Water Management*. 2005.

⁶ Irrigation Association. *Landscape Irrigation Scheduling and Water Management*. 2005.

Static service pressure – The pipeline or municipal water supply pressure when water is not flowing.

Water factor – The quotient of the total weighted per-cycle water consumption divided by the capacity of the clothes washer. Lower numbers indicate more efficient use of water.

WaterSense builder partner – A homebuilder who has committed to building new homes in accordance with the *WaterSense New Home Specification*. The builder must signify such commitment by signing a WaterSense partnership agreement with EPA.

WaterSense labeled bathroom sink faucet – A faucet that has been certified to meet the WaterSense specification for bathroom faucets. The faucet must have a flow rate that does not exceed 1.5 gallons per minute (gpm) (5.7 lpm) at a pressure of 60 psi (414 kPa) at the inlet when water is flowing and is not less than 0.8 gpm (3.0 lpm) at a pressure of 20 psi (138 kPa) at the inlet when water is flowing. The *High-Efficiency Lavatory Faucet Specification* can be found at www.epa.gov/watersense/products, and a list of WaterSense labeled faucets and faucet accessories can be found at www.epa.gov/watersense/product_search.html.

WaterSense labeled flushing urinals – A urinal that has been certified to meet the WaterSense specification for urinals. These urinals have a flush volume that does not exceed 0.5 gallons (1.9 liters), comply with existing standards for flushing urinals, and are tested for trap seal restoration and flush effectiveness. The *WaterSense Specification for Flushing Urinals* can be found at www.epa.gov/watersense/products, and a list of labeled urinals can be found at www.epa.gov/watersense/product_search.html.

WaterSense labeled showerhead – A showerhead that has been certified to meet the WaterSense specification for showerheads. The showerhead must have a flow rate that does not exceed 2.0 gpm (7.6 lpm) at flowing pressures of 20, 45, and 80 ± 1 psi (140, 310, and 550 ± 7 kPa). The *WaterSense Specification for Showerheads* can be found at www.epa.gov/watersense/products, and a list of WaterSense labeled showerheads can be found at www.epa.gov/watersense/product_search.html.

WaterSense labeled tank-type toilet – A toilet that has been certified to meet the WaterSense specification for tank-type toilets. These toilets have a flush volume that does not exceed 1.3 gallons (4.8 liters), solid waste removal of 350 grams or greater, and can conform to the adjustability and other supplementary requirements included in the *WaterSense Specification for Tank-Type Toilets*. This specification can be found at www.epa.gov/watersense/products, and a list of labeled toilet models can be found at www.epa.gov/watersense/product_search.html.

WaterSense labeled weather-based irrigation controller – An irrigation controller that has been certified to meet the WaterSense specification for weather-based irrigation controllers. It applies to stand-alone controllers, add-on devices, and plug-in devices that use current weather data as a basis for scheduling irrigation. The *WaterSense Specification for Weather-Based Irrigation Controllers* can be found at www.epa.gov/watersense/products, and a list of labeled weather-based irrigation controllers can be found at www.epa.gov/watersense/product_search.html.

APPENDIX A

Informative Annex for WaterSense Labeling

The following requirements must be met before a new home may earn the WaterSense label.

1.0 WATERSENSE PARTNERSHIP

The homebuilder must have a signed partnership agreement in place with EPA.

2.0 CONFORMITY ASSESSMENT

Conformance to this specification must be certified by an [EPA licensed certification provider](#) in accordance with the [WaterSense New Home Certification System](#).

APPENDIX B

Determining Volume of Piping Systems

Internal Volume of Various Water Distribution Tubing⁷

Ounces of Water Per Foot Length of Hot Water Tubing								
Nominal Size (Inches)	Copper M	Copper L	Copper K	CPVC CTS SDR 11	CPVC SCH 40	PEX-AI-PEX ASTM F 1281	PE-AL-PE	PEX CTS SDR 9
	1.06	0.97	0.84	N/A	1.17	0.63	0.63	0.64
½	1.69	1.55	1.45	1.25	1.89	1.31	1.31	1.18
¾	3.43	3.22	2.90	2.67	3.38	3.39	3.39	2.35
1	5.81	5.49	5.17	4.43	5.53	5.56	5.56	3.91
1¼	8.70	8.36	8.09	6.61	9.66	8.49	8.49	5.81
1½	12.18	11.83	11.45	9.22	13.20	13.88	13.88	8.09
2	21.08	20.58	20.04	15.79	21.88	21.48	21.48	13.86

Conversions: 1.0 gallon (3.8 liters) = 128.0 ounces
 1.0 ounce = 0.00781 gallons (0.0296 liters)
 0.5 gallons (1.9 liters) = 64.0 ounces
 0.6 gallons (2.3 liters) = 76.8 ounces

⁷ Modified from 2009 International Plumbing Code Table E202.1. International Code Council. January 2009.

APPENDIX C

Identifying Available Certified Irrigation Professionals

WaterSense has labeled certification programs for irrigation professionals in three categories: designers; installation and maintenance professionals; and auditors. Criteria 4.2.1: *Design and installation* and 4.2.2: *Post-installation audit* require the use of an irrigation professional who is:

- A certified designer, to design the irrigation system, or a certified installation/maintenance professional, to install the irrigation system (4.2.1).
AND
- A certified auditor, to audit the irrigation system (4.2.2).

If there are fewer than three available irrigation professionals who are certified designers *and* fewer than three available irrigation professionals who are certified installation/maintenance professionals that provide services to the city, county, or metropolitan area where the home is located, an exemption from criterion 4.2.1 may apply.

If there are no available certified irrigation professionals who are certified auditors that provide services to the city, county, or metropolitan area where the home is located, an exemption from criterion 4.2.2 may apply.

The following steps should be followed to determine if there are a sufficient number of available certified irrigation professionals to comply with criteria 4.2.1 and 4.2.2.

4.2.1 – Design and installation

1. Go to WaterSense's Directory of Certified Professionals at www.epa.gov/watersense/findapro and review the list of certified irrigation professionals by location.
2. If there are three or more irrigation professionals who are certified designers or three or more irrigation professionals who are certified installation/maintenance professionals that perform irrigation services in the city, county, or metropolitan area where the home is being built, contact the individuals to determine if they are accepting new residential work. If at least three certified irrigation professionals in one of the categories are accepting new residential work, there is no exemption.
3. If there are fewer than three irrigation professionals who are certified designers and fewer than three irrigation professionals who are certified installation/maintenance professionals that identified the city, county, or metropolitan area where the home is being built as areas in which they work, but there are additional irrigation professionals with the appropriate certification indicating they perform work throughout the state, either:
 - Contact the individual certified irrigation professionals to determine if they perform irrigation services in the city, county, or metropolitan area where the home is being built and are available to take on additional residential work.
OR

- Contact the WaterSense Helpline to ask for assistance in determining if there are three or more available irrigation professionals with the appropriate certifications that perform irrigation services in the area where the home is being built.

If at least three certified irrigation professionals in one of the categories are accepting new residential work, there is no exemption.

4. If there are neither three irrigation professionals who are certified designers *nor* three irrigation professionals who are certified installation/maintenance professionals that perform residential work in that state, the home is exempt from the requirement(s) to have the irrigation system designed and/or installed by a certified irrigation professional. Contact the WaterSense Helpline to request a waiver from the requirement(s).

4.2.2 – Post-installation audit

1. Go to WaterSense’s Directory of Certified Professionals at www.epa.gov/watersense/findapro and review the list of certified irrigation professionals by location.
2. If there is at least one irrigation professional who is a certified auditor that performs irrigation services in the city, county, or metropolitan area where the home is being built, contact the individual to determine if he/she is accepting new residential work. If at least one certified irrigation professional is accepting new work, there is no exemption.
3. If no irrigation professionals who are certified auditors identified the city, county, or metropolitan area where the home is being built as areas in which they work, but there is at least one irrigation professional who is a certified auditor indicating he/she performs work throughout the state, either:
 - Contact the individual certified irrigation professional(s) to determine if they perform irrigation services in the city, county, or metropolitan area where the home is being built and are available to take on additional residential work.
 - OR
 - Contact the WaterSense Helpline to ask for assistance in determining if there is an available irrigation professional who is a certified auditor that performs irrigation services in the area where the home is being built.

If at least one irrigation professional who is a certified auditor is accepting new residential work, there is no exemption.

4. If there are no irrigation professionals who are certified auditors that perform residential work in that state, contact the WaterSense Helpline. The WaterSense Helpline will identify a professional who can perform the audit or will grant a waiver from the requirement(s).

APPENDIX D

Summary of Additional and Adjusted Criteria for Multi-Family Buildings

The following is a summary of criteria specific to units in multi-family buildings. In addition to requirements that apply to products, features, and systems within the unit(s), certain prerequisites must be met in a multi-family building for any unit to be eligible for the label. For the full criteria, please refer to the *WaterSense New Home Specification* (the specification). The summary below refers to criteria in the sections of the specification as noted.

SECTION 1: SCOPE AND OBJECTIVE

- 1.0 For homes in a multi-family building to be eligible for the WaterSense label, they must be in a building that meets all the prerequisites outlined in the *WaterSense New Home Specification* and is:
 - A building three stories (above grade) or less in size.
OR
 - A building of any height provided the units have independent heating, cooling, and hot water systems separate from other units.⁸

Section 3: INDOOR WATER EFFICIENCY CRITERIA

Except where specifically noted or modified, any home or unit in a multi-family building must meet all of the indoor criteria in the specification.

- 3.2 Service Pressure and Pressure Loss Test – For units in multi-family buildings, the service pressure within the unit must be 60 pounds per square inch (psi) or less.
- 3.7.2 Laundry facilities – All equipment in common-use laundry rooms shall meet the criteria outlined in section 3.7.2 of the *WaterSense New Home Specification*:

Clothes washers shall be ENERGY STAR qualified with a [water factor](#) (WF) of less than or equal to 6.0 gallons of water per cycle per cubic foot of capacity. A listing of qualified clothes washers can be found at www.energystar.gov/index.cfm?fuseaction=clotheswash.search_clotheswashers for residential clothes washers and www.energystar.gov/index.cfm?fuseaction=find_a_product.showProductGroup&gw_code=CCW for commercial clothes washers.
- 3.9 Metering – Each unit must be individually metered, submetered, or equipped with an alternate technology capable of tracking water use and making that information available to the homeowner.

⁸ Units in buildings that utilize central hot water systems powered by alternative energies, such as solar or geothermal, for domestic hot water are allowed if the alternative energy source provides at least 50 percent of the hot water needs for the residential units.

SECTION 4.0: OUTDOOR WATER EFFICIENCY CRITERIA

Units in multi-family buildings will only be eligible for the WaterSense label if all common-use outdoor areas meet the following criteria.

- 4.1 Landscape – In instances where specific units are occupied prior to others and landscaping is infeasible due to ongoing construction activity, temporary landscapes (e.g., straw over bare soil) may be installed. Units can be inspected for compliance with indoor criteria and may be occupied before a permanent landscape is installed. However, the WaterSense label may not be issued until the permanent landscape is installed, inspected, and certified to comply with the outdoor criteria.
- 4.1.1 Landscape design – The landscape design criteria outlined in *Section 4: Outdoor Water Efficiency Criteria* of the *WaterSense New Home Specification* will apply to all common-use outdoor areas.
- Landscapable area – The landscapable area for multi-family buildings will be defined as the area improved upon by the builder and intended or made available for the use of building residents. Such areas will include all areas with vegetation beyond temporary stabilization measures, irrigation systems, permeable hardscape, and softscape features.
 - Private-use areas – Areas that are reserved for private use of a particular residence (e.g., areas deeded, identified as limited-use common elements, or otherwise restricted by building management) are excluded from the landscapable area.
- 4.1.4 Pools/spas – Common-use pools/spas in multi-family buildings are excluded from the landscapable area. Pools/spas shall have the following features:
1. Be independently metered such that water use attributable to the pool and/or spa can be tracked and leaks can be readily identified.
 2. Be equipped with a gutter or grate system to catch water splashes or drag-outs.
 3. Be equipped with either sorptive media or cartridge filtration.
- 4.2 Irrigation System – An irrigation system is not required. If an irrigation system is installed, it shall be independently metered and meet all the requirements discussed in *Section 4.2: Irrigation System* of the *WaterSense New Home Specification*.

5.0 Resident and Building Management Education

- 5.2 Occupant Operating Manual – The builder shall develop and provide to the occupant of each labeled unit a written operating and maintenance manual for all water-using equipment or controls installed in the unit, including all relevant WaterSense materials on indoor water use. This may be a chapter or folder in an existing manual. If clothes washers or dishwashers are not provided but hookups are present, general information about water-efficient appliances shall be

included. In addition, the manual shall include relevant information on water saving features of the building outside the unit, including landscaping, pools, and laundry facilities.

- 5.3 **Building Operating Manual** – The builder shall provide to the building management an operating and maintenance manual for all water-using equipment and controls outside of individual dwellings or inside of individual dwellings that are maintained by building management.
- 5.3.1 **Irrigation systems** – If an irrigation system is installed, the builder shall provide building management with a record drawing (e.g., schematic) of the system, an itemized list of irrigation components, copies of the irrigation schedules, and information about reprogramming the schedule after establishment of the landscape.
- 5.3.2 **Pools/spas** – If pools and/or spas are present, the builder shall include detailed information regarding filtration equipment and the manufacturer’s recommended maintenance schedule, as well as information on monitoring pools/spas for leaks.