

## CHILDHOOD LEAD POISONING PREVENTION PROGRAM CONSTRUCTION CONTRACT

This contract and associated addendum (collectively the "Agreement") entered into this the [DATE] by and between [OWNER NAME] of [OWNER ADDRESS] (the "Owner") and the City of Milwaukee (the "City") and [CONTRACTOR NAME] of [CONTRACTOR ADDRESS] (the "Contractor"). The Owner, City, and Contractor agree as follows:

1. **Prior Agreement.** The City and Contractor have previously entered into vendor service contract dated **xx/xx/20xx** for the purposes of setting for the rights and obligations of the City and Contractor relative to the Work (defined below) to be performed at the Property (defined below) (the "Prior Agreement"). Nothing contained herein shall remove any rights or relieve any obligations of the City and Contractor relative to each other as set forth in the Prior Agreement.
2. **Scope of Work.** The Contractor shall furnish all of the materials and perform all of the work necessary for the repair of a residence building on the premises known and numbered as [PROPERTY ADDRESS] (the "Property") and which material and work are shown on the Scope of Work as set forth in Exhibit A which is attached hereto and made a part hereof as well as the Prior Agreement (collectively the "Work"). Any alterations or modifications to the Work must be approved in writing by the City's CLPPP Program Manager. Any Work alterations or modifications not so ordered and so approved shall be deemed extra work for which the Contractor is not entitled to compensation.
3. **Contract Sum and Payment.** The total the Contractor shall be paid for the Work covered by this Agreement is **\$XX,XXXX.00** (the "Total Fee"). Of the Total Fee, the Owner shall be responsible for paying **\$XX,XXXX.00** (the "Owner Fee") directly to the Contractor on or before **XX/XX/20XX**. Upon receipt of the Owner Fee (if more than \$0.00), the Contractor shall notify the City of the receipt of the same by sending proof of payment in a form requested by the City to **email@milwaukee.gov**. Of the Total Fee, the City shall be responsible for paying **\$XX,XXXX.00** (the "City Fee") directly to the Contractor upon satisfactory completion of the Work by the Contractor. The City Fee shall be billed to the City by the Contractor and paid by the City in accordance with the Prior Agreement. Under no circumstances shall the City be liable to the Contractor for any portion of the City Fee unless the Owner has timely paid the Owner Fee to the Contractor, the Contractor properly provided notice of such payment, and the Contractor has fully, timely, and satisfactorily completed the Work in accordance with the Prior Agreement and this Agreement. Compensation for any approved alterations and modifications will be determined by mutual written agreement of the City, Owner, and Contractor.
4. **Owner's Responsibility.** The Owner shall provide the Contractor and its employees and subcontractor and City officials reasonable access to the Property. Reasonable access shall be considered between the hours of 8 a.m. and 5 p.m. Monday through Friday. No Work shall be done on Saturday or Sundays unless approval is granted by the City.
5. **Contractor's Responsibilities.** In addition to the Contractor's responsibilities under Paragraph 2 and the Prior Agreement:
  - 5.1 **Liens.** The Contractor shall submit to the Owner and the City lien waivers from the Contractor and the Contractor's suppliers, material, workers, and subcontractors, for all material, labor and other items incorporated into the Work or expended in the Work to the date final payment is made, releasing the Property, the Owner, and the City from all mechanic's liens prior to receiving final payment. In the event any mechanic's lien is filed against the Work or the Property by any person supplying labor, materials, supplies or services to the Contractor for the work on the Property, the Contractor will take all necessary steps for the release and discharge of such lien; or to reimburse the Owner for all monies paid by the Owner in obtaining the release of the lien, including all costs, expenses, and reasonable attorney's fees. The City may, but shall not be required to, pay to the Owner any money due to the Contractor to reimburse the Owner for any payments the Owner made to release and discharge any liens.
  - 5.2 **Indemnification.** The Contractor and all subcontractors shall hold the Owner and the City harmless from and against all liability, damage, loss, claims, demands and actions of any nature

whatsoever which arise out of or are connected with, or are claimed to arise out of or be connected with, any of the Work done by the Contractor or any subcontractor, or its agents, servants, subcontractors or employees, or which arise out of or are connected with, or are claimed to arise out of or be connected with any accident or occurrence which happens, or is alleged to have happened, in or about the place where the Work is being performed or in the vicinity thereof (1) while the Contractor or any subcontractor is performing the Work, or (2) while any of the Contractor's or any subcontractor's property, equipment, or personnel, are in or about such place or the vicinity thereof by reason of or as a result of the performance of contractor's or any subcontractors Work; including without limiting the generality of the foregoing, all liability, damages, loss, claims, demands and actions on account of personal subcontractors or frequenters, the Contractor, its employees, agents, subcontractors or frequenters, or to any other persons whether based upon or claimed to be based upon, statutory (including, without limiting the generality of the foregoing, worker's compensation), contractual, tort, or other liability of the Owner, City employees, or any other persons, and whether or not caused or claimed to have been caused by active or inactive negligence or other breach of duty by the Owner, the City, its employees, agents, subcontractors or frequenters, the Contractor, its employees, agents, subcontractors or frequenters, or any other person.

5.3 **Settlement of Disputes.** In the event of any dispute arising hereunder as to whether the Work complies with this Agreement or the Prior Agreement or whether payment is properly due and the same is not settled within ten days, then the City's CLPPP Program Manager shall be the sole judge of the quality of work, the time of completion, the interpretation of this Agreement or the Prior Agreement and whether certain work is extra or is an alteration or modification of this Agreement or the Prior Agreement.

5.4 **Codes, Ordinances, and Inspections.** The Contractor shall comply with and give all notices required by all applicable laws, ordinances and codes of the City of Milwaukee, the State of Wisconsin and the Federal Government, including obtaining a City Business License and payment for any permits required. The Contractor shall not be responsible for preexisting violations of any law including, but not limited to, zoning or building codes or regulations; except that compliance for any new or replacement Work will be required. Before beginning the Work, the Contractor shall examine the Scope of Work and Prior Agreement for compliance with applicable laws, rules, regulations, ordinances and codes for the Work and shall immediately report any discrepancy to the City and the Owner. The City and the Owner or Owner's representative shall have the right to examine and inspect all Work at any time, and shall inform the Contractor of any non-compliance with this Agreement, the Scope of Work or the Prior Agreement.

5.5 **Securing Property.** The Contractor will take all reasonable precautions to protect the property and secure the premises at all times when not occupied, and upon request provide the key to the Owner.

6. **Warranty.** Upon completion of all Work and prior to final payment, the Contractor and all subcontractors will furnish a written warranty stating that the work performed by them will be free from all defects in material and workmanship, and agreeing to repair or replace any such defective work and all work damaged thereby at no cost to the Owner. The Contractor warrants and agrees that it is to deliver the premises free and clear of any and all mechanics liens upon completion of the Work. The Contractor shall warranty its labor for 1 year.
7. **Notice.** Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed to Owner at the address indicated on the first page of this Agreement, to Contractor at the address indicated on the signature page of such Prior Agreement, and to City at:

City of Milwaukee  
Department of Administration – Purchasing Division  
200 East Wells Street, Room 601  
Milwaukee, WI 53202-3560

And

Milwaukee Health Department

841 N. Broadway, 3rd Floor,  
Milwaukee, WI 53202

8. **Assignment of Contract, Heirs and Assigns.** This Agreement shall not be assignable by the Contractor without the written consent of the City and the Owner, and shall be binding upon and inure to the benefit of; all parties hereto, their heirs, personal representatives, successors, and assigns. The Contractor waives all liens for itself, its heirs and assigns and for its subcontractors and their respective heirs and assigns.
9. **Governing law.** This Agreement shall be deemed and construed to be entered into and to be performed in the City of Milwaukee and that the laws of the State of Wisconsin shall apply. Any litigation relating to the formation, interpretation or alleged breach of this Agreement must be brought in the state and federal courts having jurisdiction in Milwaukee County, Wisconsin, and the Contractor consents to the jurisdiction of such courts. All parties to this Agreement agree to comply with all applicable laws, rules, regulations, and court orders including but not limited to any requirements placed on the parties under 2 CFR Part 200.
10. **Entire Agreement.** This document constitutes the entire Agreement between the City, Owner, and Contractor and any prior agreements, contracts, understandings or other matters, whether oral or written, entered into between the City, Owner, and Contractor are of no further force or effect. This Agreement may only be changed, amended or supplemented in writing by all the parties. For the avoidance of doubt, any agreement entered into by any two of the parties hereto including but not limited to the Prior Agreement remain in full effect and are not superseded by this Agreement.
11. **Special Conditions.** The Contractor must comply with the following special requirements particular to the Lead Based Paint Hazard Control Program and must refer to the Specifications in the Prior Agreement and Scope of Work.
  - 11.1. Adhere to the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards In Housing (hereafter known as the Guidelines) including:
    - a. use of thresholds for abatement other than specified in the HUD Guidelines;
    - b. use of post abatement clean-up procedures that differ from the HUD Guidelines.
  - 11.2. Ban the use of open-flame burning, dry scraping, un-contained abrasive blasting, or machine sanding without HEPA attachments as abatement methods at any time.
  - 11.3. Observe the procedures for worker protection established by the Federal Occupational Safety and Health Administration (29 CFR 1910.1025).
  - 11.4. Dispose of waste resulting from abatement in accordance with the regulations associated with the Resource Conservation and Recovery Act of 1976, administered by the Environmental Protection Agency (40 CFR Parts 260-268).
  - 11.5. Conduct both pre- and post-abatement dust-wipe testing in all housing units where lead hazards are abated. Post-abatement test shall meet the post-abatement wipe-test clearance thresholds contained in the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing, before occupancy shall be permitted. All wipe testing shall be conducted at an independent accredited laboratory.
  - 11.6. Cooperate with any federally sponsored or endorsed monitoring or evaluation efforts done in conjunction with the Contractor's lead abatement activities under this program. This includes collecting data on the relative cost and effectiveness of abatement methods and providing documentation of all testing, inspection, and abatement actions.
  - 11.7. Agree that all inspection and abatement work shall be carried out by contractors and workers certified and trained under a State-accredited program.

- 12. Duration.** This Agreement shall be effective as of the date last signed below by the parties and shall remain in effect until completion of the Work or termination of the Contractor under to the Prior Agreement or termination of this Agreement in accordance with Section 13 of the Agreement.
- 13. Termination for Cause.** In the event either the Owner or Contractor breaches any term of this Agreement and fails to cure such breach within 10 business days following receipt of written notice from the City detailing the breach, the City shall be allowed to terminate this Agreement as to both the Owner and Contractor. Such termination shall take effect immediately upon the expiration of the cure period if the breach remains uncured as determined solely in the City's sole discretion. The liability of the City to pay for any City Fees owed to Contractor but not yet paid to Contractor shall be paid only to the extent such payment is provided for in the Prior Agreement.
- 14. Termination for Convenience.** City may terminate this Contract at any time for any reason by giving at least 30 days' written notice to Contractor and Owner. The liability of the City to pay for any City Fees owed to Contractor but not yet paid to Contractor shall be paid only to the extent such payment is provided for in the Prior Agreement.
- 15. Public Records.** Both the Owner and Contractor understand that the City is bound by the Wisconsin Public Records Law, Wis. Stat. §19.21, et. seq. Pursuant to Wis. Stat. §19.36(3), the City may be obligated to produce, to a third party, the records of either the Owner or Contractor that are "produced or collected" by the Owner or Contractor under this Agreement ("Records"). The Owner and Contractor are further directed to Wis. Stat. §19.21, et. seq., for the statutory definition of Records subject to disclosure under this paragraph, and both the Owner and Contractor acknowledge that they have read and understand that definition. Irrespective of any other term of this Agreement, the Contractor is obligated to: (1) retain Records it "produced or collected" for seven years from the date of the Record's creation, and (2) produce such Records to City if, in the City's determination, the City is required to produce the Records to a third party in response to a public records request. Irrespective of any other term of this Agreement, the Owner is obligated to: (1) retain Records it "produced or collected" for seven years from the date of the Record's creation, and (2) produce such Records to the City if, in the City's determination, the City is required to produce the Records to a third party in response to a public records request. Either the Owner or Contractor's failure to retain and produce Records as required by this paragraph shall constitute a material breach of this Agreement by the party failing to retain and produce Records hereunder, and such party must defend and hold City harmless from liability due such breach.
- 16. Survival.** Sections 1, 5.1, 5.2, 5.3, 6, 7, 8, 9, 10, 15, 16 of this Agreement and any other section(s) which by its/their meaning is/are implied to survive termination shall continue in force and effect following the termination or expiration of this Agreement.

**IN WITNESS WHEREOF**, the Owner and Contractor have executed this contract as of the date first above written.

OWNER(S):  
 By: \_\_\_\_\_  
 Title: Owner  
 Date: \_\_\_\_\_  
 By: \_\_\_\_\_  
 Title: Owner  
 Date: \_\_\_\_\_

CONTRACTOR:  
 By: \_\_\_\_\_  
 Title: Contractor/Owner  
 Federal I.D. Number: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 The City of Milwaukee:  
 By: \_\_\_\_\_  
 Date: \_\_\_\_\_

**OWNER/OCCUPANT ADDENDUM  
TO THE  
CHILDHOOD LEAD POISONING PREVENTION PROGRAM CONSTRUCTION CONTRACT**

**Owner and Occupant Responsibilities: Clean and/or Replace all Carpets and Personal Items**

Because of the possibility that lead-based paint dust might be accidentally released the following precautions are necessary. The certified lead abatement contractor that you have hired is responsible to only cover the floors and furniture and perform the work using lead safe practices. **Below are the joint responsibilities of the Owner and Occupant. Failure to comply with the Owner and Occupant responsibilities below could result in a delay to the work or inability to complete the work.**

1. Before start of the Lead-Based Paint Hazard Reduction and before leaving the home for temporary relocation, I, **the Owner or Occupant** whose address is **XXXXXXXXX Milwaukee, WI 53210** (the "Property") understand and agree that we shall:
  - a. Remove all trash and place all personal items (toys, small appliances, clothes, etc.) in to plastic bags provided by the Owner or Occupant or REMOVE items from premise. Personal items will not be cleaned or replaced if damaged and the Contractor and City disclaim all liability resulting from such damage.
  - b. Move all furniture to center of room (or against a wall that does not require work) so that workman can have access to work areas).
  - c. Seal all closets with masking tape, unless closet doors are to be replaced or repainted. If doors are to be replaced or repainted then all items in closet must be removed and placed in bags.
  - d. Place plastic bags on furniture in center of room and seal with masking tape or appropriate ties.
2. The Property will be inspected and approved by the City before the Owner and/or Occupant leaves and work begins. Failure to comply with the above will be cause for the Lead-Based Paint Hazard Reduction work to be delayed and repeated violations of this agreement will void all agreements.
3. All rehabilitated Units cannot be leased above the "Fair Market" rent for existing housing for comparable units in the area as established by HUD as amended from time to time. For reference, the current Fair Market Rents are as follows:

<b>2026 Fair Market Rents By Unit Bedrooms</b>				
<b>Final FY 2026 FMR</b>	<b>One-Bedroom</b>	<b>Two-Bedroom</b>	<b>Three-Bedroom</b>	<b>Four-Bedroom</b>
	\$1,119	\$1,338	\$1,648	\$1,784

4. The Owner will not increase rent in violation of a lease because a Unit has been or is to be rehabilitated. However, if the current tenant lease so provides, Owner may increase the rent on a pro rata basis to cover the increases in monthly operation costs.
5. The Owner will continue to rent the Units at affordable rents as established by HUD for a total of 36 months after the lead hazard reduction has been performed.
6. The Owner may not discriminate against prospective tenants on the basis of their receipt of or eligibility for housing assistance under any deferral, state or local program, or on the basis that the tenants have a minor child or children who reside with them.

7. If the Owner sells the rental Unit(s) prior to termination of the lease, the purchase contract must include an agreement between the purchaser and tenant which allows the tenant to remain in the Unit according to the terms and conditions in this contract.
8. The Owner will sign a grant agreement which lists the total amount of reimbursement to the developer. This agreement must be signed and executed before any reimbursement request will be processed. One check will be issued upon completion of the entire project.
9. Interior lead hazards must be corrected and unit must pass clearance BEFORE a vacant unit may be rented.

**Owner Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Occupant Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Contractor Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**MHD Representative Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**LEAD-BASED PAINT HAZARD REDUCTION PROGRAM (LBP Grant)**

**NOTICE TO PROCEED**

**DATE: April 11, 2018**

**Program Assistant: XXXXXXX XXXXXXXXX**

**OWNER(S) ADDRESS: XXXXXXXXXX Milwaukee, WI 53210**  
*(where work is to be done)*

**CONTRACTOR'S NAME: Clymer Construction**

**CONTRACTOR'S ADDRESS:**

Pursuant to the construction contract and associated addendum (the "Agreement") executed on **4/11/18** you are hereby notified to proceed with the Work on the Property captioned above. Upon receipt of this notice, you are responsible for all the Work.

**ANY AGREEMENT(S) MADE BETWEEN THE OWNER(S) AND THE CONTRACTOR THAT IS NOT A PART OF THE AGREEMENT, PRIOR AGREEMENT, OR ANY ADDENDUM, WHICH EFFECT THE AGREEMENT, PRIOR AGREEMENT, OR ANY ADDENDUM WILL BE VIEWED AS A BREACH OF THE AGREEMENT, PRIOR AGREEMENT, OR ANY ADDENDUM AND THE LEAD HAZARD REDUCTION GRANT AGREEMENT AND WILL NOT BE CONSIDERED WHEN SETTLING DISPUTES OR PROJECT COMPLETION, AND IN NO CASE WILL OWNER RECEIVE ANY GRANT AMOUNT IN EXCESS OF THE CITY FEE FROM THE CITY FOR THE WORK PERFORMED UNDER THE AGREEMENT. IN ADDITION, NEITHER THE LEAD-BASED PAINT HAZARD REDUCTION PROGRAM NOR THE CITY OF MILWAUKEE WILL ASSUME ANY LIABILITY FOR SUCH AGREEMENTS.**

\_\_\_\_\_  
Program Manager

**Date:** \_\_\_\_\_

**Lead-Based Paint Hazard Reduction Program  
Occupant Protection Plan**

The Lead-Based Paint Hazard Control Program (“LBP Grant”) staff, undersigned contractors and/or subcontractors performing lead hazard reduction (the “Contractor”) or any other work that would compromise the health or safety of residents or workers on housing units for the LBP Grant will follow all local, state and federal rules. The containment of lead-contaminated dust, paint chips, building components, debris and soil will be required on all lead hazard reduction/control work sites as follows in sections I and II.

**SECTION I: EDUCATION:**

Before starting any lead hazard reduction activities that are likely to disturb suspected/known lead-containing surfaces, the Contractor will inform the owner and/or occupants of lead-based paint - its dust, chips, and the increased exposure that most construction work will generate. The EPA publication developed in conjunction with HUD, “Protect Your Family From Lead In Your Home” (**EPA 747-K-94-001**), will be provided to the owners and occupants by the Contractor at the following project:

**Owner Name:** \_\_\_\_\_

**XXXXXXXXX Milwaukee, WI 53210**  
Address

**SECTION II: CONTAINMENT:** The Contractor shall:

1. cover all interior floors with 6mm plastic and sealed the plastic at the baseboards.
2. cover all exterior areas where lead hazard reduction is being performed with 6mm plastic at least eight feet out feet from the exterior walls when possible. In areas where conditions exist that will not permit eight foot coverage, the Contractor shall erect containment barriers that will prevent further lead contamination to the environment. All containment will be performed to local, state and federal standards.
3. cover furnishings and household items with 6mm plastic during hazard reduction.
4. erect barriers with 6mm plastic to prevent lead contamination in non-work areas when applicable as required under the existing vendor service contract, and applicable federal, state, and local laws, rules, regulations, ordinances, or court orders.
5. store all debris on 6mm plastic and removed from the site at the end of the lead hazard reduction phase.
6. properly dispose all building components and debris at a “Class Four” landfill regulated by local, state, and federal agencies.
7. thoroughly clean the housing unit at the completion of each lead hazard reduction job.
8. seal window opening with plastic sheeting securely taped to the interior frame or wall. Use an appropriate saw to cut exterior stops. Remove window and immediately place in plastic bag. Use a HEPA vacuum to remove all dust from window opening. Wet wash window opening with detergent.

Any deviation by the Contractor from this Section must be approved by MHD rehab technician in writing before work begins.

**SECTION III: RESIDENT RELOCATION**

Every reasonable measure will be taken to protect children during lead hazard reduction. The following resident relocation strategy will be used to protect the family at this project and is, in the Contractor’s opinion, the most appropriate and reasonable level given the totality of the circumstances.

**Contractor to select the appropriate level (Below):**

LEVEL I

\_\_\_\_\_ The family will be given a stipend to self-relocate to a lead safe environment during lead hazard reduction process. All furnishings remaining in the housing unit will be covered with 6mm plastic during the lead hazard reduction process (including household appliances). A clearance test will be performed by a **Wisconsin State licensed lead risk assessor** on the housing unit prior to moving the family back to the housing unit.

LEVEL II

\_\_\_\_\_ The family will be relocated to a housing unit that is lead safe during the lead hazard reduction process. All furnishings remaining in the housing unit will be covered with 6mm plastic during the lead hazard reduction process (including household appliances). A clearance test will be performed by a **Wisconsin State licensed lead risk assessor** on the housing unit prior to moving the family back to the housing unit.

LEVEL III

\_\_\_\_\_ All children under six years old will leave the premises prior to the beginning of lead hazard reduction. All areas where lead hazard reduction is being performed will be sealed-off with 6mm plastic from areas where no work will be performed (thus preventing the spread of contamination). **The contained areas will be cleaned of debris and dust at the end of each working day and will remain sealed-off.** A clearance test will be performed by a **Wisconsin State licensed lead risk assessor** on the **contained areas** prior to allowing family members to re-enter areas where lead hazard reduction was performed.

LEVEL IV

\_\_\_\_\_ The family will be relocated to a housing unit that is lead safe during the lead hazard reduction process. All household furnishings will be removed and stored in a lead safe environment during lead hazard reduction. A clearance test will be performed by a **Wisconsin State licensed lead risk assessor** on the housing unit prior to moving the family and furnishings back to the housing unit.

Comments:

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Contractor’s Signature: \_\_\_\_\_

Date: \_\_\_\_\_