

# CONTRACTING POLICY

## **SECTION 1. GENERAL PROVISIONS**

### **CO – 1.01 INTENT**

It is the intent of this policy to set forth guidelines for Kenosha County administrators who enter into contracts on behalf of Kenosha County. The process by which Kenosha County enters into contracts should insure fairness, equal opportunity, non-discrimination, uniformity where possible, efficiency and cost effectiveness, proper administration and oversight, conformity to County policies, compliance with Federal, State and local laws, ordinances and rules, protection of the County's legal rights and best interests, a clear delineation of each party's rights and responsibilities, an accepted method for resolving disputes, proper documentation and retention and destruction of documents, and protection from liability.

### **CO – 1.02 WRITTEN CONTRACTS**

All agreements entered into on behalf of Kenosha County shall be in conformity with this policy. Upon execution, all contracts shall be digitally scanned and indexed by the affected Department and [where legal approval or review is required] by the Corporation Counsel Office. All such scanned documents and pertinent Requests for Proposals and Invitation for Bids shall be available on an internal County Contract data base. This data base shall be capable of producing specialized reports. The foregoing shall be implemented in stages as directed by an Executive Order after completion of a pilot program and any necessary funding as authorized by the County Board.

### **CO – 1.03 COUNTY BOARD AND COUNTY EXECUTIVE RESPONSIBILITIES**

In addition to its budgetary and audit responsibilities and powers to fund County expenditures, the County Board is responsible for setting forth and approving general policies and guidelines for entering into contracts.

It is the responsibility of the Kenosha County Executive to negotiate, award, execute and administer all Kenosha County contracts in conformity with Kenosha County Policies and Ordinances, including, but not limited to, Sections 3.11 and 3.62 of the Municipal Code of Kenosha County as well as all applicable Federal and State laws and regulations that may pertain to any contract entered into by Kenosha County.

**CO – 1.04 GENERAL GUIDELINES FOR SPECIFIC TYPES OF CONTRACTS**

CONTRACT TYPE	COUNTY BOARD APPROVAL REQUIRED PRIOR TO EXECUTION BY CO. EX.	COUNTY EXECUTIVE AUTHORIZED BY BUDGET OR SO DELEGATED TO AWARD AND EXECUTE
AUDIT CONTRACTS	√	
BONDING [REVENUE]	√	
CLAIMS [SEE CLAIMS POLICY]		
COLLECTIVE BARGAINING AGREEMENTS [GRIEVANCE SETTLEMENTS IN EXCESS OF \$5,000 SHALL BE FIRST NOTICED TO THE COUNTY FINANCE DEPARTMENT]	√	
DATA PROCESSING AND COMMUNICATION CONTRACTS [BUDGETED]		√
EMERGENCY CONTRACTS [SUBJECT TO KENOSHA COUNTY POLICY MANUAL § GP 1.04-1]		√
EMPLOYEE BENEFIT CONTRACTS [EG., HEALTH INS.]	√ Type [i.e., insured or self - insured], level of reserves and level of coverage [i.e., co-pay etc] Wis. Stat. 59.22(2) <sup>1</sup>	√ Contract Provider and/or Administrator, stop loss ,

<sup>1</sup> Wis Stat. 59.22 Compensation, fees, salaries and traveling expenses of officials and employees

**(2) APPOINTIVE OFFICIALS; DEPUTY OFFICERS; AND EMPLOYEES.**

(a) Except for elective offices included under sub. (1), supervisors and circuit judges, the board has the powers set forth in this subsection, sub. and s. 59.03 (1) as to any office,

<b>GRANTS</b>	only for budget modification or if required by grant	√
<b>INDIVIDUAL EMPLOYMENT CONTRACTS [BUDGETED]</b>		√
<b>INSURANCE CONTRACTS [LIABILITY]</b>		√ SIR Increases, Stop-Loss Contracts
<b>INTERGOVERNMENTAL CONTRACTS [EXCLUDING ROUTINE INTERGOVERNMENTAL AND INTERGOVERNMENTAL PURCHASING AGREEMENTS]</b>	√	
<b>NON-BUDGETED - NOT PREVIOUSLY AUTHORIZED CONTRACTS</b>	√	
<b>PERSONAL PROPERTY LEASES</b>		√
<b>PROFESSIONAL SERVICE AND CONSULTING CONTRACTS [E.G., ARCHITECTURAL] [BUDGETED]</b>		√

department, board, commission, committee, position or employee in county service created under any statute, the salary or compensation for which is paid in whole or in part by the county, and the jurisdiction and duties of which lie within the county or any portion thereof and the powers conferred by this section shall be in addition to all other grants of power and shall be limited only by express language.

(c) 1. Except as provided in subd. 2. and par. (d), the board may do any of the following:

a. Provide, fix or change the salary or compensation of any office, board, commission, committee, position, employee or deputies to elective officers that is subject to sub. (1) without regard to the tenure of the incumbent.

b. Establish the number of employees in any department or office including deputies to elective officers.

c. Establish regulations of employment for any person paid from the county treasury.

<b>PROVIDER CONTRACTS [BUDGETED]</b>		√
<b>PUBLIC WORKS AND CONSTRUCTION CONTRACTS [BUDGETED]</b>		√
<b>PURCHASING CONTRACTS [GENERAL MATERIALS, EQUIPMENT AND SUPPLIES][BUDGETED]</b>		√
<b>REAL ESTATE DEEDS AND LEASES [EXCEPT TAX DEEDED LEASE BY CO CLERK]</b>	√	
<b>REPAIR AND MAINTENANCE, AND UTILITY CONTRACTS [BUDGETED]</b>		√
<b>STATUTORY CONTRACTS REQUIRING CO. BD. APPROVAL [E.G., LANDFILL SITING CONTRACT]</b>	√	

**CO – 1.05 LEGAL REVIEW**

In addition to reviewing contracts in excess of \$50,000 and all Collective Bargaining Agreements, the Corporation Counsel’s Office is responsible for drafting and/or reviewing contracts for which a specific request is made by the County Board or any of its Supervisors, the County Executive or a department or division head. Generally a contract review will be limited in scope to clauses pertaining to the contract’s term, termination, dispute resolution, indemnification and hold harmless provisions and violation of Federal/State laws and regulations. Renewals of contracts in excess of \$50,000 need not be submitted for legal review where there is no change in contract language.

Copies of all contracts in excess of \$50,000 shall be provided to the Corporation Counsel’s Office for review.

The following “Disclaimer” shall be attached to all contacts drafted and reviewed by the Corporation Counsel’s Office:

**DISCLAIMER AND EXPLANATION OF CORPORATION COUNSEL APPROVAL**

**THIS CONTRACT IS APPROVED, SUBJECT TO THE FOLLOWING LIMITATIONS:**

1. The Corporation Counsel's Office takes no responsibility for checking for mathematical errors.
2. It is the responsibility of the County department, division or office [hereinafter referred to as "department"] involved to ensure the authority of the representative or agent signing the contract on behalf of the party with whom Kenosha County is contracting, as well as the authority of Kenosha County's agent to sign on behalf of Kenosha County. Authority for Kenosha County's agent to sign must exist in either the annual budget or in the Resolution of the appropriate board or committee meeting or in the County's Contracting Policy.
3. By approving this contract, the Corporation Counsel's Office makes no representations with respect to the availability of funds.
4. If a draft of this contract was previously reviewed by the Corporation Counsel's Office and recommendations were made for improving the contract terms or language, approval of this contract does not constitute a withdrawal of those recommendations.
5. Where the contract requires the other party to provide the County with a certificate of insurance, financial assurances, performance bonds or other documentation, it is the responsibility of the department involved to obtain same.
6. It is the responsibility of the department to disclose any possible conflicts of interest affecting this contract.
7. It is the burden of the department to comply with the Wisconsin Open Meetings Law for all meetings held on this matter and for complying with Wis. Stat. § 59.52 (29) as those statutes may be amended from time and for complying with County resolutions, ordinances and grant rules; please be aware that failure to comply with these laws could invalidate this contract.
8. Where this contract or related documents must be recorded, it is the responsibility of the department

involved to record same with the Register of Deeds Office.

9. The Corporation Counsel's Office takes no responsibility for representations made, whether written or oral, by county officials or employees during the course of negotiations leading up to this contract; please be aware that such representations could be considered by a court of law to be a part of this contract.
10. The Corporation Counsel's Office takes no responsibility for monitoring administration of this contract, for cost overruns or for adequacy of performance.
11. Contracts involving less than \$50,000 do not need Corporation Counsel approval prior to execution by the County Executive. Where such contracts are submitted, they are approved only summarily as to form. Contracts over \$50,000 are approved as to form and are only approved as to substantive matters and legality where a specific opinion was requested.
12. The terms of this contract will become a matter of public record.

**CO – 1.06 CORPORATION COUNSEL APPROVED FORMS**

Contracts utilizing Kenosha County Corporation Counsel approved forms that are date specific and specified as “Approved” need not be individually approved by the Corporation Counsel’s Office provided that the contract is filed with that office and no changes have been made to the “Approved” form.

**CO – 1.07 NEGOTIATING, LETTING AND AWARDING OF CONTRACTS**

The Office of the Kenosha County Executive is responsible for negotiating Kenosha County contracts. Unless otherwise provided by law, the process of bidding and requesting of proposals and awarding contracts shall be governed by §§ 3.11 and 3.62 of the Municipal Code of Kenosha County and this Policy.

**CO – 1.08 APPROVAL REQUIRED**

County Board approval for awarding and entering into County contracts may be given by specific or general resolution or implied by budgetary funding. All such approvals are subject to a County Executive veto pursuant to Wisconsin Statutes § 59.17 (6).

All Requests for Proposal (RFP) and statutorily defined Public Works Projects, excluding Human Service and Highway contracts, with a

contemplated contractual value of \$250,000 [indexed to the January 1, 2012 CPI-U] or more are required to be reported to the appropriate oversight committee. The issue is to be placed on the committee agenda prior to solicitation of bids for the RFP or Construction Project , unless waived by the Committee Chairman due to time constraints, **and** again following the award of said contract to the successful bidder.

**CO – 1.09 AUTHORITY TO EXECUTE**

The County Executive shall award and execute contracts on behalf of Kenosha County. The County Executive may designate a Department or Division Head to execute contracts as well as perform other administrative functions, including but not limited to, approval to execute amendments, modifications and renewal options under stated circumstances. The County Clerk or County Board Chair, when required by law, shall sign on behalf of the County Board.

**CO – 1.10 BINDING FUTURE BOARDS**

Successor Boards may be bound by contracts extending beyond the term of the County Board authorizing such contract.

**CO – 1.11 Change Orders**

With the exception of Highway contracts authorized pursuant to Wisconsin Statutes and Human Services contracts, change orders, on statutorily defined Public Works *in excess of \$500,000 [indexed to January 1, 2012 CPI-U]*, that result in a material change in the scope of the contract, or exceed the lesser of 15% of the overall contract value or \$100,000, shall be reported to the appropriate County Board oversight committee for approval. The Committee shall be notified if time is of the essence with respect to providing approval on the change order; in the event that the Committee fails to meet within two business days of such notification, the change order may be authorized by the Administration and immediately reported to the County Board Chairman, Chairman of the Finance and Administration Committee and the Chairman of the appropriate oversight committee.

Change orders recommended as necessary and urgent by the project architect, owner's representative or contractor shall be authorized as needed by the Administration and immediately reported to the County Board Chairman, Chairman of the Finance and Administration Committee and the Chairman of the appropriate oversight committee. *A project closeout report shall be provided to the oversight committee summarizing change orders and alternates"*

**CO – 1.12 MANDATORY CLAUSES**

Contracts executed by Kenosha County shall require compliance with the Kenosha County Ethics Code, compliance with the state open meeting and public records laws and the County Purchasing and Uniform Bidding ordinances.

All option to renew clauses shall be conditioned upon County Board budgetary approval prior to any party exercising any such option.

**CO – 1.13 CONTRACT AUDITS**

The County Board may audit compliance of any contract entered into on behalf of Kenosha County.

**CO – 1.14 DE-BARRING**

A County Division Head may find that any entity submitting a bid or Request for Proposals or which has been awarded a contract, should be debarred from doing any further business with Kenosha County, including, but not limited to, being precluded from submitting a bid or response to a Request for Proposals for a stated period of time for conduct that is illegal, unethical, or in violation of the terms of an agreement or for being debarred by another governmental entity. Prior to de-barring any person or entity as called for above, there shall be a notice of a due process hearing as may be required by law on the allegations justifying debarment, allowing such person or entity an opportunity to present its case in opposition to such action.

**CO - 1.145 APPEALS**

Notwithstanding any other appeal which may be allowed under any County Ordinance, any administrative decision pertaining to an RFP or Invitation for Bids, the awarding of a contract, the terms or administration of a contract or debarring a person or entity from doing business with Kenosha County may be appealed to a County Department Head. Such appeal shall, however, be conducted so as to ensure a due process hearing as may be required by law for the appellant. An appellant dissatisfied with a decision is required to file a Notice of Circumstances of Claim and a Notice of Claim pursuant to Wisconsin Statute §893.80 prior to litigation.

**CO – 1.15 CONTRACT ADMINISTRATION**

**(1) RESPONSIBILITY FOR ADMINISTRATING COUNTY CONTRACTS**

All notices and communications that are to be sent pursuant to the terms of the contract shall be forward to the County Executive or his designated Department or Division head, and the designated monitoring employee.

- (2) **CONTRACT FILE RETENTION AND DESTRUCTION DATE**  
Contract files shall be retained for a period of seven years beyond the last date that litigation may be commenced pertaining to the contract.
- (3) **CONTRACT ADMINISTRATION CHECKLIST**  
The County Executive or his designee administrator shall be responsible for the day to day administration of County agreements.

**CO – 1.16 DEFINITIONS**

- (1) **ALTERNATE BIDS:** THE SUM STATED IN A BID FOR WORK THAT MAY BE ADDED TO OR DEDUCTED FROM THE AMOUNT OF THE BASE BID FOR ADDITIONAL WORK AS SPECIFIED IN THE BID DOCUMENTS. ADD ALTERNATES ARE BID CONCURRENTLY WITH THE BASE BID AND SUBMITTED ON THE SAME BID FORM. THE ADD ALTERNATE WORK MUST BE RELATED IN SCOPE TO THE BASE BID AND MUST HAVE SUFFICIENT BUDGETED FUNDS AVAILABLE TO COMPLETE THE WORK. BEFORE A CONTRACT IS EXECUTED, THE COUNTY MUST DECIDE WHICH ALTERNATES ARE ACCEPTED AND THE AGREEMENT OR PURCHASE ORDER IS DRAFTED TO INCLUDE THE ALTERNATE WORK.
- (2) **ALTERATION:** A VARIATION OR A CHANGE; TO MAKE DIFFERENT; TO CHANGE SOMETHING FROM ONE FORM OR STATE TO ANOTHER. A CHANGE OR SUBSTITUTION IN A SUBSTANTIAL PARTICULAR OF ONE PART OF A BUILDING FOR A BUILDING DIFFERENT IN THAT PARTICULAR; AN INSTALLATION THAT BECOMES AN INTEGRAL PART OF THE BUILDING AND CHANGES ITS STRUCTURAL QUALITY; A SUBSTANTIAL CHANGE.
- (3) **AMBIGUITY :** A WORD OR PHRASE IN A CONTRACT THAT IS REASONABLY OR FAIRLY SUSCEPTIBLE TO MORE THAN ONE MEANING OR CONSTRUCTION.

- (4) **APPROVAL:** THE ACT OF CONFIRMING, RATIFYING, SANCTIONING, OR CONSENTING TO SOME ACT OR THING DONE BY ANOTHER. APPROVAL IMPLIES KNOWLEDGE AND THE EXERCISE OF DISCRETION AFTER KNOWLEDGE.
- (5) **BASE BID:** THE SUM STATED IN A BID RESPONSE FOR WHICH THE BIDDER OFFERS TO PERFORM THE WORK DESCRIBED AND SPECIFIED IN THE BIDDING DOCUMENTS AS THE BASE WORK, TO WHICH WORK MAY BE ADDED OR FROM WHICH WORK MAY BE DELETED FOR SUMS STATED AS ADD ALTERNATE BIDS.
- (6) **CHANGE ORDERS:** A WRITTEN DOCUMENT BETWEEN THE COUNTY AND THE CONTRACTOR, SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COUNTY AND THE CONTRACTOR, EXECUTED AFTER THE CONTRACT IS AWARDED AND WORK BEGUN, AUTHORIZING A CHANGE FROM THE BID SPECIFICATIONS IN ANY OF THE FOLLOWING: THE WORK TO BE PERFORMED, THE ORIGINAL CONTRACT SUM OR THE ORIGINAL CONTRACT TIME. THE CONTRACT/SPECIFICATIONS MAY BE CHANGED ONLY UPON EXECUTION OF A WRITTEN CHANGE ORDER IN COMPLIANCE WITH THE COUNTY'S CHANGE ORDER PROCEDURE. A CHANGE ORDER MAY BE IN THE FORM OF ADDITIONAL COMPENSATION OR TIME (KNOWN AS AN "ADD"), OR LESS COMPENSATION OR TIME (KNOWN AS A "DEDUCT") FROM THE ORIGINAL CONTRACT.
- (7) **CLAIMS MADE POLICY:** AN INSURANCE POLICY THAT PROVIDES PROTECTION ONLY FOR CLAIMS MADE DURING THE TERM OF THE POLICY. THUS, TAIL-END INSURANCE IS NEEDED FOR POTENTIAL CLAIMS INCURRED DURING THE TERM OF THE POLICY BUT NOT MADE OR REPORTED UNTIL AFTER THE POLICY HAS

EXPIRED BUT PRIOR TO THE TOLLING OF ANY STATUTE OF LIMITATIONS OR REPOSE.

- (8) **EMERGENCY:** A SET OF CIRCUMSTANCES WHICH IN THE OPINION OF THE RESPONSIBLE COUNTY OFFICIAL REQUIRES IMMEDIATE ACTION WHERE WITHOUT SUCH ACTION, AN EXISTING OR POTENTIAL DANGER OR HAZARD COULD BE DETRIMENTAL TO THE HEALTH, SAFETY, GENERAL WELFARE OR PROPERTY OF THE CITIZENS OR EMPLOYEES OF KENOSHA COUNTY. [SEE COUNTY POLICY MANUAL §GP - 1.04 - 1]
- (9) **EQUIPMENT:** AN APPARATUS; MACHINERY OR TOOLS USED IN AN OPERATION OR ACTIVITY.
- (10) **EVERGREEN CLAUSE:** A CLAUSE IN A CONTRACT THAT AUTOMATICALLY RENEWS THE TERM OF THE AGREEMENT AT AND FOR SET INTERVALS SUBJECT TO THE RIGHTS OF THE PARTY TO TERMINATE THE AGREEMENT.
- (11) **FIXTURE** SOMETHING THAT IS ATTACHED TO A PERMANENT STRUCTURE.
- (12) **GAP INSURANCE:** INSURANCE THAT BRIDGES THE GAP BETWEEN THE CANCELLATION OF AN INSURANCE POLICY AND ITS REPLACEMENT WITH ANOTHER POLICY.
- (13) **INDEPENDENT CONTRACTOR:** AN EMPLOYMENT RELATIONSHIP OTHER THAN BETWEEN AN EMPLOYER AND AN EMPLOYEE THAT IS CHARACTERIZED BY THE LEVEL OF CONTROL THAT THE EMPLOYER IS ABLE TO EXERCISE OVER THE PERSON OR ENTITY PERFORMING THE WORK. THIS STATUS IS DEFINED DIFFERENTLY FOR VARIOUS CIRCUMSTANCES. FOR EXAMPLE, THE DEFINITION OF AN INDEPENDENT CONTRACTOR MAY DIFFER WHEN CONSIDERED UNDER THE TAX CODES AND WHEN CONSIDERED FOR PURPOSES OF WORKERS COMPENSATION. CAUTION SHOULD BE EXERCISED WHEN

APPLYING THIS DESIGNATION. THE COMMON LAW FACTORS THAT ARE OFTEN CONSIDERED INCLUDE:

- (A) THE AMOUNT OF CONTROL THE EMPLOYER EXERCISES OVER THE DETAIL OF THE WORK;
- (B) WHETHER THE EMPLOYEE IS PERFORMING A DISTINCT OCCUPATION OR BUSINESS;
- (C) WHETHER THE TYPE OF WORK IS NORMALLY DONE WITH OR WITHOUT SUPERVISION;
- (D) THE SKILL REQUIRED IN THE OCCUPATION;
- (E) WHO SUPPLIES THE TOOL AND PLACE OF WORK;
- (F) PERIOD OF EMPLOYMENT;
- (G) WHETHER THE WORKER IS PAID BY THE TIME OR BY THE JOB;
- (H) WHETHER THE WORK IN QUESTION IS THE REGULAR BUSINESS OF THE EMPLOYER;
- (I) WHETHER THE EMPLOYER IS IN BUSINESS;
- (J) WHAT THE PARTIES BELIEVE THEIR RELATIONSHIP TO BE.

(14) LIQUIDATED DAMAGES:

A SPECIFIED SUM OF MONEY STIPULATED TO BY THE PARTIES TO A CONTRACT AS THE AMOUNT OF DAMAGES TO BE RECOVERED BY EITHER PARTY FOR A BREACH OF THE AGREEMENT BY THE OTHER; MAY BE USED WHERE THE ACTUAL AMOUNT OF DAMAGES MAY BE DIFFICULT TO ASCERTAIN.

- (15) **MAINTENANCE:** THE ACT OF MAINTAINING, KEEPING UP OR SUPPORTING. IT IS THE UPKEEP OR PRESERVATION OF THE CONDITION OF PROPERTY SO AS TO PRESERVE ITS VALUE AND LIFE AND PREVENT DETERIORATION. MAINTENANCE IMPLIES KEEPING A THING OPERABLE SO THAT A BREAKDOWN AND SUBSEQUENT REPAIR CAN BE AVOIDED.
- (16) **MATERIALS:** SOMETHING THAT ENTERS INTO OR FORMS PART OF A FINISHED STRUCTURE OR WHICH IS CAPABLE OF SUCH USE [66 OAG 284].
- (17) **MAY:** EXPRESSES PERMISSION, POSSIBILITY, DISCRETION OR ABILITY.
- (18) **OCCURRENCE POLICY:** AN INSURANCE POLICY THAT PROVIDES CONTINUOUS COVERAGE FOR CLAIMS THAT ARE INCURRED DURING THE TERM OF THE POLICY BUT POTENTIALLY NOT REPORTED OR MADE UNTIL AFTER THE POLICY PERIOD BUT PRIOR TO THE TOLLING OF ANY APPLICABLE STATUTE OF LIMITATIONS OR REPOSE.
- (19) **OPEN - ENDED:** A SUM SUFFICIENT CONTRACT WITH NO AGREED UPON FIXED TOTAL COST.
- (20) **PUBLIC WORKS:** A CONTRACT FOR THE CONSTRUCTION, EXECUTION, REPAIR, REMODELING OR IMPROVEMENT OF A PUBLIC WORK SUCH AS A PUBLIC ROAD OR UTILITY OR BUILDING OR THE FURNISHING OF SUPPLIES OR MATERIAL OF ANY KIND, PROPOSALS FOR WHICH ARE REQUIRED TO BE ADVERTISED FOR BY LAW. [Wisc. STAT. § 66.0901 (1)(c); 66 OAG 284]
- (21) **REMODEL:** TO CHANGE THE FORM OF A STRUCTURE OR PART THEREOF; TO RECONSTRUCT OR MAKE OVER IN A SOMEWHAT DIFFERENT WAY. REMODELING MAY OR MAY NOT REQUIRE A STRUCTURAL CHANGE.

- (22) **REPAIRS:** TO MEND, REMEDY, RESTORE, RENOVATE, TO RESTORE TO A SOUND OR GOOD STATE AFTER DECAY, INJURY, DILAPIDATION, OR PARTIAL DESTRUCTION. REPAIR CONTEMPLATES AN EXISTING STRUCTURE OR THING WHICH HAS BECOME IMPERFECT, AND MEANS TO SUPPLY IN THE ORIGINAL EXISTING STRUCTURE THAT WHICH IS LOST OR DESTROYED AND THEREBY RESTORE IT TO THE CONDITION IN WHICH IT ORIGINALLY EXISTED, AS NEAR AS IT MAY BE.
- (23) **SHALL:** A WORD OF COMMAND AND ONE WHICH HAS A COMPULSORY MEANING; DENOTES AN OBLIGATION; GENERALLY IMPERATIVE AND MANDATORY; EXCLUDES DISCRETION; A DUTY WHICH IS ENFORCEABLE.
- (24) **SPECIFIC PERFORMANCE:** PERFORMANCE OF A CONTRACT ACCORDING TO THE PRECISE TERMS AGREED UPON. WHERE DAMAGES WOULD BE AN INADEQUATE COMPENSATION FOR A BREACH OF CONTRACT THE OTHER PARTY WILL BE COMPELLED TO PERFORM SPECIFICALLY WHAT HE HAS AGREED TO DO. WHERE THIS IS NOT PRACTICAL THE PHRASE HAS BEEN INTERRUPTED TO MEAN SUBSTANTIAL PERFORMANCE.
- (25) **STATUTE OF LIMITATIONS:** A STATUTE THAT SPECIFIES A TIME PERIOD FOR COMMENCING SUIT ON A GIVEN CLAIM THAT BEGINS TO RUN, OR IS TRIGGERED, WHEN THE CAUSE OF ACTION ACCRUES, WHICH IS WHEN A CLAIMANT "DISCOVERS" AN INJURY.
- (26) **STATUTE OF REPOSE:** A STATUTE WHEREIN THE TIME LIMIT FOR BRINGING SUIT IS TRIGGERED BY A SPECIFIC EVENT, SUCH AS THE SUBSTANTIAL COMPLETION OF CONSTRUCTION; THE TIME LIMIT MAY RUN REGARDLESS IF THERE HAS BEEN AN INJURY OR AN INJURY OR DAMAGE THAT HAS BEEN DISCOVERED.

- (27) **SUM CERTAIN:** THE COST OF THE CONTRACT IS NOT PERMITTED TO EXCEED A SPECIFIED AMOUNT.
- (28) **SUM SUFFICIENT:** AN OPEN-ENDED CONTRACT WITH NO FIXED TOTAL COST OR A “NOT TO EXCEED COST.”
- (29) **SUPPLIES:** SOMETHING THAT IS USED OR CONSUMED OR WHICH IS CAPABLE OF SUCH USE. [66 OAG 284]
- (30) **TAIL END INSURANCE:** INSURANCE COVERAGE THAT EXTENDS BEYOND THE TERM OF THE ORIGINAL POLICY.

**CO – 1.17 SOURCES OF CONTRACT FORMS AND CHECKLISTS**

- (1) AMERICAN BAR ASSOCIATION -  
[HTTP://WWW.ABANET.ORG/ABAPUBS/HOME.HTML](http://www.abanet.org/abapubs/home.html)
- (2) MARTINDALE LAW DIGESTS -  
[HTTP://CORPORATE.MARTINDALE.COM](http://corporate.martindale.com)
- (3) FINDLAW FORMS - [HTTP://FORMS.LP.FINDLAW.COM/](http://forms.lp.findlaw.com/)
- (4) FINDLAW CORPORATE COUNSEL -  
[HTTP://CORPORATE.FINDLAW.COM/LOCAL.HTML](http://corporate.findlaw.com/local.html)
- (5) INTERNET LEGAL RESOURCE GUIDE – LEGAL FORMS -  
[HTTP://WWW/ILRG.COM/FORMS/INDEX.HTML](http://www.ilrg.com/forms/index.html)
- (6) WISCONSIN LEGAL FORMS -  
[HTTP://WWW.USLEGALFORMS.COM/WISCONSIN.HTM](http://www.uslegalforms.com/wisconsin.htm)