PUBLIC NOTICE



Common Council Regular Meeting Tuesday, September 02, 2025 at 5:30 PM City Hall, 100 E Fountain St, Dodgeville, WI 53533

AGENDA

- I. CALL TO ORDER AND ROLL CALL
- I. PLEDGE OF ALLEGIANCE
- II. CONSENT AGENDA
 - 1. Approval of Minutes from 08/19/2025
 - 2. Approval of Claims from 09/02/2025
- III. PUBLIC COMMENT Citizen or delegation presentations, requests or comments and discussion of same, pursuant to Wis. Stat. Sec. 19.83 (2) and Sec. 19.84 (2). Ten minute limit except by consent of council. No action will be taken on any item that is not specifically listed on the agenda.

IV. REPORTS/RECOMMENDATIONS

- 3. Chamber Report
- 4. Police Report
- 5. Recreation Update
- Clerk/Treasurer Report Due to Staff Training on September 11th & 12, Clerk's Office will be closed on September 11th & 12th. Will resume regular business hours on Monday, September 15th.
- 7. Mayor Report

V. NEW BUSINESS

- 8. Discussion and possible action to approve the Tourism Promotion Contract with the Dodgeville Tourism Zone Commission.
- 9. Discussion and possible action related to requiring a fiscal impact statement to accompany all items presented before council that would have a financial impact on the City
- 10. Discussion and possible action to approve standing meeting dates for commissions and committees with the City of Dodgeville.
- 11. Discussion and possible action to approve an estimate for moving services to assist with city hall transition.
- 12. Discussion and possible action to approve an estimate with Funks Tree Service to remove a tree and stump at the Dodgeville Administration Building.
- 13. Discussion and possible action to approve estimates with TC Networks for network equipment, camera equipment, and installation for the Dodgeville Administration Building.

- 14. Discussion and possible action to approve an estimate with Automation Arts for AV equipment and installation at the Dodgeville Administration Building.
- 15. Discussion and possible action to approve an estimate with Pieper Electric for network wiring and other low voltage wiring for cameras and access control at the Dodgeville Administration Building.
- 16. Discussion and possible action to approve an estimate with JF Ahern for repair or replace existing piping at the Dodgeville Administration Building.
- 17. Discussion and possible action to approve additional cost for removal of ceiling drywall and installation of new drywall in bathrooms to accommodate piping replacement by JF Ahern at the Dodgeville Administration Building.
- 18. Discussion and possible action to approve an estimate from Vierbicher as it relates to sewer and storm water management for the Dodgeville Administration Building.
- 19. Discussion and possible action for the adjusted construction timeline for the Dodgeville Administration Building project.
- 20. Discussion and possible action to approve moving additional project costs associated with the Vierbicher estimate to the capital improvement plan for 2026.
- 21. Discussion and possible action to approve an estimate from True North Consultants for professional services as it relates to the library renovation/addition project.
- 22. Discussion and possible action to approve an estimate from Zander Solutions to add spray foam and fire rated paint as the projects first change order for the library renovation/addition project.

VI. OLD BUSINESS

VII. ANY OTHER BUSINESS AS ALLOWED BY LAW

VIII. CLOSED SESSION

23. Adjourn to Closed Session pursuant to Wis. State Statute 19.85(1)

IX. OPEN SESSION

- 24. Reconvene to Open Session
- 25. Any Action Needed as a Result of Closed Session

X. ADJOURN

26. Motion to Adjourn

Any person who has a qualifying disability, as defined by the Americans with Disabilities Act, that requires the meeting or material at the meeting to be in an accessible location or format, must contact the City Clerk at the address listed above or call 930-5228, prior to the meeting so that any necessary arrangements can be made to accommodate each request.

MINUTES



Common Council Regular Meeting Tuesday, August 19, 2025 at 5:30PM City Hall, 100 E Fountain St, Dodgeville, WI

I. CALL TO ORDER AND ROLL CALL

The meeting was called to order by Mayor Hottmann at 5:30pm. Members present: Shaun Sersch, Roxanne Reynolds-Lair, Jeff "Potsie" Weber, Jerry Johnson, Julie Johnson-Solberg, Larry Tremelling. Members absent: Tom DeVoss (excused), Mike Olson (excused)

City Hall Staff Present: Brandon Wilhelm (Dodgeville Police Chief), Dylan Wadzinski (Director of Public Works)

II. PLEDGE OF ALLEGIANCE

III. CONSENT AGENDA

Approval of Minutes from 08/5/2025.

Motion by Sersch, second by Reynolds-Lair. Voice vote 6-0. Motion carried

2. Approval of Claims from 08/19/2025.

Motion by Sersch, second by Johnson-Solberg. Voice vote 6-0. Motion carried

IV. PUBLIC COMMENT Citizen or delegation presentations, requests or comments and discussion of same, pursuant to Wis. Stat. Sec. 19.83 (2) and Sec. 19.84 (2). Ten minute limit except by consent of council. No action will be taken on any item that is not specifically listed on the agenda.

V. REPORTS/RECOMMENDATIONS

- 3. Clerk/Treasurer Report
 There was no clerk/treasurer report
- 4. Mayor Report

During the Mayor report, Mayor Hottmann noted the passing of Assistant Library Director, Carol Murphy. To honor Carol, City Hall will be closing at 3pm on Wednesday, August 20th to allow staff to attend her visitation and pay tribute to the work she did for the City of Dodgeville when working as an employee of the library.

A council member asked about when City Hall staff will be out of the current City Hall. Mayor Hottmann is suspecting that this will likely be the second week of September, due to the new administration building not being ready for occupancy.

Regarding the current library situation, Mayor Hottmann notes that beginning Wednesday, August 20th, East Fountain Street will be shut down. Alliant Energy will be onsite on Wednesday to stage a truck due to a power pole located on site in which there is a concern of it tipping over. Mayor Hottmann also notes that the library project is on a lull due to materials not being available.

The Law Enforcement Center has already been reserved for the Council Meeting on 9/16/25.

Regarding the new City Hall, things are moving along. Drywall, painting, etc are completed. Ceiling will be started on Monday, 8/25. Roof is done. Just needs facia and soffit. Tree removal will be completed soon.

Due to rumors and mis-information being shared publicly, Mayor Hottmann will send a statement on behalf of the City of Dodgeville to the Dodgeville Chronicle to be posted with the minutes from August 19th.

VI. NEW BUSINESS

 Discussion and possible action to approve the Special Event license application for the Upland Hills Health Home Care and Hospice Event on Wednesday, September 3rd.

Upland Hills Home Care and Hospice has been moved to the old clinic on Fountain Street, so they would like to host an open house at the empty lot next to their new location to allow members from the public to come and see their new location.

Motion by Weber, second by Tremelling to approve the Special Event license for the Upland Hills Health Home Care and Hospice event on Wednesday September 3rd. Voice vote 6-0. Motion carried.

6. Consider Ordinance No. 25-18 to Amend the Schedule of Penalties in Section 25.04(f) relating to forfeiture amounts for violations of section 14.07 and Chapters 15, 16, 16A, 17, 19, 20, and 21 of the Municipal Code. DPW Wadzinski noted that there have been some violations to the zoning code recently, so he along with City Attorney Hagen is proposing to amend the Schedule of Penalties in the Municipal Code so that when violations occur in the future. An example that Wadzinski spoke about when referencing these violations was when someone is building a fence on their property. City law states that the finished side of the fence should be facing outward, however, there have been times when the finished side is facing inward towards the residents' house. In these cases, fines must be issued, and passing this amendment to the Schedule of Penalties will allows for these fines to be issued.

Motion by Johnson, second by Sersch to approve Amending the Schedule of Penalties in section 25.04(f). Voice vote 6-0. Motion carried.

- 7. Discussion and possible action to fill Public Works Mechanic Position.

 Motion by Reynolds-Lair, second by Weber to approve posting and filling Public Works Mechanic Position. Voice Vote 6-0. Motion carried.
- 8. Discussion and possible action to add high resolution camera to the city brush and compost pile.

There have been notable issues with residents dropping off garbage, appliances, etc at the City brush and compost pile. A high-resolution camera is being proposed to view the main entrance of this brush/compost pile so that violators can be penalized. Other suggestions to help prevent these issues in the future are creating better signage, completing/re-doing roads near the cemetery, etc.

Motion by Sersch, second by Weber to approve adding high resolution camera to the city brush and compost pile. Voice vote 6-0. Motion carried.

- 9. Discussion and possible action to approve Change Order #2 from Rule Construction relating to the reconstruction of Fountain St. Wadzinski states that Vierbicher noticed there was some contamination along the street from numerous years ago. This change order would allow construction to move forward as if there was contamination, instead of reactively correcting this in the future. Motion by Weber, second by Johnson-Solberg to approve Change Order #2 from Rule Construction relating to the reconstruction of Fountain St. Voice
- Consideration of a recommendation from Plan Commission to approve the proposed Certified Survey Map for the subdivision of property currently owned by Lands End located in the NE 1/4 of section 21, T6N, R3E, City of Dodgeville (Parcel # 216-1070.1)

Hennessey Implement is purchasing a parcel of land from Lands End to allow expansion as well as subdivide into multiple lots. Request for this has already been approved at the Plan Commission meeting on 8/14, so Wadzinski is just looking for final approval from Council.

Motion by Johnson, second by Weber to approve proposed CSM for subdivision of property currently owned by Lands End located in the NE ¼ of section 21, T6N, R3E, City of Dodgeville (Parcel # 216-1070.1). Voice vote 6-0. Motion carried.

VII. ANY OTHER BUSINESS AS ALLOWED BY LAW VIII. ADJOURN

Vote 6-0. Motion carried.

11. Motion to Adjourn

Motion by Sersch, second by Johnson

Time: 6:05pm

COMMON COUNCIL - CLAIMS REPORT

Tuesday, September 2, 2025

		AMOUNT
Accounts Payable		
Capital Project Fund	\$	6,422.71
Affordable Housing Fund	\$	-
General Fund	\$	102,890.91
Debt Service Fund		
Water Fund	\$	10,431.45
Sewer Fund	\$	11,489.27
Library Fund	\$	2,005.16
TID 3 Fund		
TOTAL ACCOUNTS PAYABLE	\$	133,239.50
Payroll		
General Fund (100)	\$	92,103.55
Water Fund (200)	\$	7,496.36
Sewer Fund (300)	\$ \$	7,428.09
Special Purpose Library Fund (150)	\$ \$	12,088.30
TOTAL PAYROLL	\$	119,116.30
TOTALS BY FUND		
GENERAL (100, 140, 150, 160, 161, 170)	\$	215,510.63
WATER (200)	\$	17,927.81
SEWER (300)		18,917.36
TOTAL ALL PAYMENTS	\$ \$	252,355.80

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
08/25	08/25/2025	64779	89	BAKER & TAYLOR LLC	150-21000-000-000	531.85
08/25	08/25/2025	64780	1830	Playaway Products LLC	150-21000-000-000	560.59
09/25	09/02/2025	64781	1493	AMERICAN HEART ASSOCIATION INC	100-21000-000-000	87.21
09/25	09/02/2025	64782	1822	Applied Concepts Inc	100-21000-000-000	206.00
09/25	09/02/2025	64783	1596	ASSOCIATED APPRAISAL CONSULTANTS INC.	100-21000-000-000	1,555.33
09/25	09/02/2025	64784	87	BAER INSURANCE INC	100-21000-000-000	55,699.75
09/25	09/02/2025	64785	1776	Blain's Farm & Fleet	100-21000-000-000	55.16
09/25	09/02/2025	64786	128	BOUND TREE MEDICAL LLC	100-21000-000-000	1,689.54
09/25	09/02/2025	64787	188	CINTAS CORPORATION #446	100-21000-000-000	102.36
09/25	09/02/2025	64788	210	COLLINS & HYING LLC	300-21000-000-000	103.95
09/25	09/02/2025	64789	211	COMELEC SERVICES INC	100-21000-000-000	600.00
09/25	09/02/2025	64790	2168	David Blume	100-21000-000-000	1,350.00
09/25	09/02/2025	64791	2166	Dubuque Mulch Company	100-21000-000-000	13,800.00
09/25	09/02/2025	64792	332	ELECTION SYSTEMS & SOFTWARE LLC	100-21000-000-000	422.36
09/25	09/02/2025	64793	370	FIRE & SAFETY EQUIPMENT III LLC	100-21000-000-000	117.00
09/25	09/02/2025	64794	2160	Grantland Fire & Safety LLC	100-21000-000-000	1,211.99
09/25	09/02/2025	64795	440	HENNESSEY IMPLEMENT INC	100-21000-000-000	116.87
09/25	09/02/2025	64796	2006	Iowa County Sheriff's Office	100-21000-000-000	80.00
09/25	09/02/2025	64797	466	IVERSON CONSTRUCTION	100-21000-000-000	2,213.30
09/25	09/02/2025	64798	491	JEFFERSON FIRE & SAFETY INC	100-21000-000-000	435.01
09/25	09/02/2025	64799	1848	Joseph Pepper	100-21000-000-000	55.00
09/25	09/02/2025	64800	2016	Julia Oellerich	100-21000-000-000	712.50
09/25	09/02/2025	64801	589	Lange Enterprises of Wisconsin	100-21000-000-000	324.94
09/25	09/02/2025	64802	605	Lexipol LLC	100-21000-000-000	6,051.63
09/25	09/02/2025	64803	686	MIDWEST POOL SUPPLY INC	100-21000-000-000	884.76
09/25	09/02/2025	64804	2165	Mike Popple	100-21000-000-000	7.50
09/25	09/02/2025	64805	713	MUELLER IMPLEMENT INC	100-21000-000-000	14.75
09/25	09/02/2025	64806	296	NAPA AUTO PARTS	100-21000-000-000	137.63
09/25	09/02/2025	64807	746	OREILLY AUTO PARTS	100-21000-000-000	83.97
09/25	09/02/2025	64808	783	POMASL FIRE EQUIPMENT INC	100-21000-000-000	1,012.62
09/25	09/02/2025	64809	790	PREMIUM WATERS INC	100-21000-000-000	128.48
09/25	09/02/2025	64810	835	RITCHIE IMPLEMENT INC	100-21000-000-000	7.85
09/25	09/02/2025	64811	2157	Roland Machinery Company	100-21000-000-000	617.45
09/25	09/02/2025	64812	1783	Shane Groom	100-21000-000-000	20.00
09/25	09/02/2025	64813	901	SINGER LUMBER CO INC	300-21000-000-000	43.95
09/25	09/02/2025	64814	926	STAPLES ADVANTAGE	100-21000-000-000	575.93
09/25	09/02/2025	64815	1393	TC NETWORKS INC	200-21000-000-000	3,244.80
09/25	09/02/2025	64816	1010	TOM HAKE COMMUNICATIONS	100-21000-000-000	560.00
09/25	09/02/2025	64817	1018	TOWN & COUNTRY ENGINEERING INC	200-21000-000-000	810.00
09/25	09/02/2025	64818	1021	TRANSCENDENT TECHNOLOGIES	100-21000-000-000	1,065.00
09/25	09/02/2025	64819	1046	USA BLUEBOOK	300-21000-000-000	674.26
09/25	09/02/2025	64820	2167	Village of Ridgeway	100-21000-000-000	150.00
09/25	09/02/2025	64821		WIL-KIL	100-21000-000-000	53.98
09/25	09/02/2025	64822		WISCONSIN PARK & RECREATION ASSOCIATION	100-21000-000-000	3,447.99
09/25	09/02/2025	64823	1144	ZARNOTH BRUSH WORKS INC	100-21000-000-000	999.40
09/25	09/02/2025	64824	1147	ZOLL MEDICAL CORPORATION	100-21000-000-000	334.50
09/25	09/02/2025	64825	1823	Elan Financial Services	100-21000-000-000	2,094.70
09/25	09/02/2025	64826	2028	CentralSquare Technologies LLC	160-21000-000-000	4,638.88
09/25	09/02/2025	64827		Blain's Farm & Fleet	300-21000-000-000	27.35
09/25	09/02/2025	64828		USA BLUEBOOK	300-21000-000-000	139.00
08/25	08/22/2025	700174			100-21000-000-000	147.71
08/25	08/29/2025	700175	2063	Employee Benefits Corporation	100-21000-000-000	90.00
08/25	08/24/2025	700176	1397		160-21000-000-000	.00 V

Section II. Item #2. Check Register - Summary Aug 28, 2025 04:20PM

Check Issue Dates: 8/20/2025 - 9/2/2025

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
08/25	08/24/2025	700177	1397	DEERE CREDIT INC	160-21000-000-000	1,783.83
08/25	08/25/2025	700178	34	ALLIANT ENERGY/WP&L (UTILITY PAYMENTS)	150-21000-000-000	149.35
08/25	08/25/2025	700179	1328	GFC Leasing WI	150-21000-000-000	243.85
09/25	09/02/2025	700180	1328	GFC Leasing WI	300-21000-000-000	459.10
09/25	09/02/2025	700181	1645	CAPITAL ONE (WALMART)	100-21000-000-000	800.41
09/25	09/02/2025	700182	34	ALLIANT ENERGY/WP&L (UTILITY PAYMENTS)	300-21000-000-000	19,874.51
Gran	nd Totals:					133,405.85

Summary by General Ledger Account Number

CITY OF DODGEVILLE

GL Account	Debit	Credit	Proof
100-21000-000-000	74.00	102,964.91-	102,890.91-
100-44300-000-000	1,350.00	.00	1,350.00
100-44900-000-000	7.50	.00	7.50
100-48000-000-000	6.60	.00	6.60
100-51420-325-000	.00	74.00-	74.00-
100-51440-390-000	422.36	.00	422.36
100-51530-210-000	1,555.33	.00	1,555.33
100-51600-340-000	180.49	.00	180.49
100-51710-222-000	1,114.91	.00	1,114.91
100-51710-240-000	2,636.86	.00	2,636.86
100-51710-310-000	195.09	.00	195.09
100-51930-000-000	26,279.57	.00	26,279.57
100-51963-390-000	90.00	.00	90.00
100-52100-210-000	49.54	.00	49.54
100-52100-240-000	945.90	.00	945.90
100-52100-325-000	6,051.63	.00	6,051.63
100-52100-326-000	20.00	.00	20.00
100-52100-340-000	852.87	.00	852.87
100-52100-385-000	55.00	.00	55.00
100-52100-510-000	11,302.83	.00	11,302.83
100-52200-222-000	543.85	.00	543.85
100-52200-340-000	926.37	.00	926.37
100-52200-400-000	29.98	.00	29.98
100-52200-500-000	83.39	.00	83.39
100-52200-510-000	6,293.49	.00	6,293.49
100-52300-210-000	875.73	.00	875.73
100-52300-222-000	604.20	.00	604.20
100-52300-310-000	372.78	.00	372.78
100-52300-325-100	87.21	.00	87.21
100-52300-325-110	80.00	.00	80.00
100-52300-345-000	2,024.04	.00	2,024.04
100-52300-343-000	1,096.59	.00	1,096.59
100-52300-505-000	600.00	.00	600.00
100-52300-500-	5,499.62	.00	5,499.62
100-52300-720-000	*	.00	141.43
	141.43	.00	
100-53230-390-000	972.17	.00	972.17
100-53240-390-000	1,733.72	.00	1,733.72
100-53410-390-000	2,213.30		2,213.30
100-53415-390-000	539.48	.00	539.48
100-53420-390-000	63.10	.00	63.10
100-53421-390-000	13,800.00	.00	13,800.00
100-54910-222-000	115.86	.00	115.86

100-54910-340-000 100-55200-222-000 100-55200-600-000 100-55200-615-000 100-55300-220-000 100-55300-600-000 100-55300-730-000 100-55310-000-000 100-55420-200-000	7.85 1,116.40 536.68 23.19 375.00 380.46 3,447.99 100.20 29.56 2,829.65 250.00 884.76	.00 .00 .00 .00 .00 .00 .00	7.85 1,116.40 536.68 23.19 375.00 380.46 3,447.99 100.20 29.56 2,829.65
100-55200-600-000 100-55200-615-000 100-55300-220-000 100-55300-600-000 100-55300-730-000 100-55310-000-000 100-55420-200-000	536.68 23.19 375.00 380.46 3,447.99 100.20 29.56 2,829.65 250.00	.00 .00 .00 .00 .00 .00	536.68 23.19 375.00 380.46 3,447.99 100.20 29.56
100-55200-615-000 100-55300-220-000 100-55300-600-000 100-55300-730-000 100-55310-000-000 100-55420-200-000	23.19 375.00 380.46 3,447.99 100.20 29.56 2,829.65 250.00	.00 .00 .00 .00 .00	23.19 375.00 380.46 3,447.99 100.20 29.56
100-55300-220-000 100-55300-600-000 100-55300-730-000 100-55310-000-000 100-55420-200-000	375.00 380.46 3,447.99 100.20 29.56 2,829.65 250.00	.00 .00 .00 .00 .00	375.00 380.46 3,447.99 100.20 29.56
100-55300-600-000 100-55300-730-000 100-55310-000-000 100-55420-200-000	380.46 3,447.99 100.20 29.56 2,829.65 250.00	.00 .00 .00 .00	380.46 3,447.99 100.20 29.56
100-55300-730-000 100-55310-000-000 100-55420-200-000	3,447.99 100.20 29.56 2,829.65 250.00	.00 .00 .00	3,447.99 100.20 29.56
100-55310-000-000 100-55420-200-000	100.20 29.56 2,829.65 250.00	.00 .00 .00	100.20 29.56
100-55420-200-000	29.56 2,829.65 250.00	.00	29.56
	2,829.65 250.00	.00	
	250.00		2,829.65
100-55420-310-000		.00	
100-55420-600-000	884 76		250.00
100-55420-620-000	001.70	.00	884.76
100-55425-000-000	419.64	.00	419.64
100-55430-390-000	38.24	.00	38.24
100-56700-210-000	712.50	.00	712.50
150-21000-000-000	.00	2,005.16-	2,005.16-
150-55115-221-000	396.05	.00	396.05
150-55115-224-000	243.85	.00	243.85
150-55115-321-000	531.85	.00	531.85
150-55115-323-000	560.59	.00	560.59
150-55115-510-000	272.82	.00	272.82
160-21000-000-000	1,783.83	8,206.54-	6,422.71-
160-57210-000-000	4,638.88	.00	4,638.88
160-58100-000-000	3,567.66	1,783.83-	1,783.83
200-18116-000-397	810.00	.00	810.00
200-21000-000-000	.00	10,431.45-	10,431.45-
200-53700-622-000	7,337.42	.00	7,337.42
200-53700-641-000	16.99	.00	16.99
200-53700-681-000	364.45	.00	364.45
200-53700-682-000	520.00	.00	520.00
200-53700-684-000	1,382.59	.00	1,382.59
300-21000-000-000	.00	11,655.62-	11,655.62-
300-53600-000-821	1,543.19	.00	1,543.19
300-53600-000-827	4,206.11	.00	4,206.11
300-53600-000-834	557.80	.00	557.80
300-53600-000-851	159.69	.00	159.69
300-53600-000-852	520.00	.00	520.00
300-53600-000-853	4,668.83	.00	4,668.83
Grand Totals:	137,121.51	137,121.51-	.00.

CITY OF DODGEVILLE

Check.Type = {<>} "Adjustment"

Check Register - Summary Check Issue Dates: 8/20/2025 - 9/2/2025

Section II. Item #2.

Aug 28, 2025 04:20PM

Dated: _		
Mayor: _		
City Council:		-
-		
-		
-		
City Recorder:		
o,		
Report Criteria	:	
Report typ	e: Summary	

CITY OF DODGEVILLE

Payment Approval Report - Fund Totals Report dates: 8/20/2025-9/2/2025

Section II. Item #2.

Aug 28, 2025 04:24PM

Report Criteria:

Invoices with totals above \$0.00 included.

Only paid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
GENERAL	FUND							
Total	GENERAL FUND:				102,890.91	102,890.91		
SPECIAL P	PURPOSE LIBRARY FUND							
Total	SPECIAL PURPOSE LIBRAR	RY FUND:			2,005.16	2,005.16		
CAPITAL P	ROJECT FUND							
Total	CAPITAL PROJECT FUND:				6,422.71	6,422.71		
WATER								
Total	WATER:				10,431.45	10,431.45		
SEWER								
Total	SEWER:				11,489.27	11,489.27		
Gran	d Totals:				133,239.50	133,239.50		
Date	d:							
	or:							
	cil:							
City Count	on							

CITY OF DODGEVILLE Payroll Register - Detail - by Name
Check Issue Dates: 08/22/2025 - 08/22/2025

Aug 28, 2025 4:25PM

GL Account	Debit	Credit	GL Account	Debit	Credit
200-53700-630-000	1,221.21	.00	200-53700-640-000	2,847.69	.00
200-53700-651-000	1,019.63	.00	200-53700-652-000	57.42	.00
200-53700-653-000	114.84	.00	200-53700-680-000	926.93	.00
200-53700-680-100	1,060.80	.00	200-53700-686-000	133.00	.00
300-53600-000-831	281.24	.00	300-53600-000-832	135.63	.00
300-53600-000-834	5,023.49	.00	300-53600-000-840	1,987.73	.00
999-10001-000-000	.00	82,023.15-			
			Totals:	119,116.30	119,116.30-

08/17/2025 Fund Summary

Fund	Debit	Credit	Fund	Debit	Credit	Fund	Debit	Credit
100	92,103.55	37,093.15-	150	12,088.30	.00	200	7,496.36	.00
300	7,428.09	.00	999	.00	82,023.15-			
						Totals:	119,116.30	119,116.30-

Section IV. Item #5.

RECREATION DEPARTMENT REPORT

SEPTEMBER 2, 2025

Programs Taking Place this Month

- Babysitting Class (Sept 6)
- Flag Football (starts Sept 6)
- Adult Pickleball Lessons (starts Sept 6)
- Basketball Training (starts Sept 8)

- Fall Baseball Clinic (starts Sept 10)
- Tots in Action (starts Sept 15)
- Adult Intro to Knitting (starts Sept 30)

What I Have Been Up To

- Opened fall activity registration on Monday, August 4th. We have 24 programs for ages ranging from 3 years old through adults.
- I attended the post-league meeting for Southwest Coaches League for baseball and softball to prepare for next year's league. Looking to get registration out earlier for this league to gain some more interest and communication between the clubs and rec teams.
- We hosted Soak for Sunshade at the pool on August 8th. We had a DJ, kids activities, prizes, 50/50 raffle and concessions. Kona Ice and It's Not Just Coffee also were in attendance who then donated a portion of their proceeds back to the pool. Aside from the pool staff lifeguarding and front desk admissions, we had volunteers helping with the games, crowd control, concessions, etc. We had 191 patrons in attendance for this event, which we were happy with! Total amount raised to put towards our shade structure budget was \$1594.52.
- Pool season last day of open swim is on August 30th. We are hosting a Dog Swim event on August 31st to let our four-legged friends enjoy the pool before we drain it for the season. Pool staff is also going to utilize this time to do their annual end of season cleaning of the pool house.
- Swim lessons wrapped up on August 21. I sent out a survey to gain some feedback on our swim lessons this year to help with future planning.
- Working through Recreation budget for 2026, basing many of my numbers off what we did this year to give us the best projection for 2026.
- Working on Winter and Spring Activity Guide, looking to open registration for this the first week in November to include activities for both winter and spring such as baseball and softball.
- Parks and Recreation Commission did not meet in August, but we plan to meet in September.

TOURISM PROMOTION CONTRACT

between

DODGEVILLE TOURISM ZONE COMMISSION AND

THE DODGEVILLE AREA CHAMBER OF COMMERCE

WHEREAS, the City of Dodgeville & Township of Dodgeville, Iowa County, Wisconsin, (hereafter: the Municipalities) have enacted ordinance establishing the Dodgeville Tourism Zone Commission (hereafter: Commission); and

WHEREAS, the Municipalities further enacted ordinance establishing an 8% room tax of which 70% of the tax collected is to be used to promote and develop tourism in the Municipalities; and

WHEREAS, it is the goal of the Commission to utilize said room tax to promote Dodgeville area hotels, motels, and short-term rentals and increase awareness of area amenities; and

WHEREAS, said Commission, under Wis. Stat. sec. 66.0615(1m)(b) contemplates that the Commission work with a tourism entity as that term is defined by Wis. Stat. sec. 66.0615(1)(f) if such a tourism entity exists in the Municipalities; and

WHEREAS it is in the best interest of the Commission and the Dodgeville Area Chamber of Commerce (the "Chamber") that their collaboration be reduced to writing;

THEREFORE, This Agreement is made as of the first day of January 2025 by and between the Commission and the Chamber.

1. Term._The term of this Agreement shall commence on January 1, 2025 and terminate on December 31, 2027.

2. Services Provided. The Chamber shall:

- a. Assist the Commission in identifying and retaining marketing services for the promotion of tourism in the Municipalities.
- b. Assist the Commission in identifying sites and activities conducive to tourist development in the Municipalities.
- c. With the advice and assistance of the Commission, facilitate the production and distribution of promotional materials designed to attract tourism to the Municipalities by hiring third-party professionals when practicable.

- d. Include the Municipalities in area-wide promotion & marketing efforts and coordinate the efforts of the Commission with those of other communities.
- e. Provide available staff assistance in administering the tourism promotion & development program and give technical assistance regarding such activities to the Commission.
- f. Make available the Chamber's Executive Director or Tourism Director, as those positions may from time to time be staffed, at Commission meetings upon request of the Commission.
- g. Generate visitor/user web traffic to the Chamber of Commerce website to promote area hotels, motels, short-term rentals and accommodations.
- h. Provide services and materials that are reasonably necessary and proper to successfully promote, develop and attract tourist trade to the Municipalities.
- i. Prepare a budget and present that budget to the Commission for approval.
- j. Submit a quarterly report to the Tourism Commission that will include evidence of promotion. The report shall include a quarterly accounting, on a timely basis, to the Commission for all expenditures made in providing services and material under this agreement.
- k. Provide all documentation necessary to enable the Municipalities to timely and fully meet its reporting requirement under Wis. Stat. sec. 66.0615(4).
- 3. Compensation. The Commission shall pay the Chamber an annual sum equal to 70% of the Gross Room Tax Revenue received by the Commissions member/participating Municipalities in that same year. This sum shall be due and payable quarterly on January 10th, April 10th, July 10th, and October 10th of each year. The Commission shall provide timely payment to the Chamber regardless of Room Tax payment delinquency from Hotel/Motel/Lodging participants. Any outstanding balance owed to the Chamber by the Commission shall be paid at the next quarterly/periodic payment. In addition, the Commission shall be fully responsible for the cost of any of its activities, including but not limited to all

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printing and production costs, all costs related to the hiring of outside consultants and firms, all postage, and all media buys.

- **4. Termination by Mutual Consent.** This Agreement may be terminated prior to the date set forth above by mutual agreement of the parties at any time.
- 5. Termination upon Notice. Either party may terminate this Agreement prior to the end of its term for good and sufficient reason upon 90 days written notice to the other party as long as the Commission is up-to-date on it's payment schedule to the Chamber. If terminated, the Chamber will receive payment through the end of the quarter in which the contract is terminated, and no further payments will be made. No refunds will be granted.
- **6. Amendment/Modification.** This Agreement may be amended or modified only by a written amendment approved and executed by the Commission and Chamber.
- 7. Entire Agreement. This Agreement, and written amendments, and any referenced attachments thereto, shall constitute the entire agreement between the parties.
- **8. Severability.** If any part, term, or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term or provision and the rights of the parties will be construed as if the part, term or provision was never part of the Agreement.
- **9. Assignment.** The parties shall not assign their rights or obligations under this Agreement without the written approval of the other party, and such approval shall not be unreasonably withheld.
- 10. Notice. Any notice required or permitted by this Agreement shall be deemed effective: (1) when personally delivered in writing; (2) three (3) days after notice is deposited within the U.S. Postal Service, postage prepaid, certified, return receipt requested; or (3) on the day following the day said notice is deposited with a nationally recognized overnight courier service, and addressed as either party shall designate as follows:

To the Commission: c/o City Clerk City of Dodgeville 100 E. Fountain Street Dodgeville, WI 53533 clerk@dodgevillewi.gov To the Chamber 338 N. Iowa Street Dodgeville, WI 53533 depot@mhtc.net To the Commission: c/o Town Clerk Town of Dodgeville 108 E. Leffler Street Dodgeville, WI 53533 twnclerk@mhtc.net

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11. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Wisconsin.

DODGEVILLE TOURISM ZONE COMMISSION

By:	Attest:	
Chairperson	Secretary	
THE DODGEVILLE AREA CHAMI	BER OF COMMERCE	
By:President	Attest:Secretary	

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CHAPTER 2

COMMON COUNCIL

<u> 2.01</u>	Composition
2.02	Council Meetings
2.03	Conduct of Meetings
2.03M	Member Absences; Remote Meeting Participation
2.04	Standing Rules
2.05	Standing Committees
2.06	Special Committees
2.07	Expense Allowances for Alderperson and Mayor for Attending Meetings
2.08	Salary for Mayor and Alderperson

Term of Alderperson Appointment to Boards, Commissions, or Committees

2.01 <u>COMPOSITION</u>.

Composition

2.01

2.09

- (1) The Mayor and 9 Aldermen shall constitute the Council. (See §1.02 of this Code.)
- (2) The Mayor shall be the chief executive officer of the City. He shall have the powers and duties prescribed in Ch. 62, Wis. Stats., and applicable sections of the Wisconsin Statutes.
- (3) The regular terms of office of the Mayor and the Aldermen shall commence on the third Tuesday of April in the year of their election.
- (4) The Council shall be the judge of the election and qualification of its members, may compel their attendance, and may fine or expel members for neglect of duty. (See §62.11(3), Wis. Stats.)
- (5) The Council shall adopt the proper rules of procedure as necessary and shall have such duties and powers as are provided by State law and this Code.
- At its first meeting subsequent to the regular (6) election and qualification of new members, the Council shall, after organization, choose from its members a President, who, in the absence of the Mayor, shall preside at meetings of the Council and, during the absence or inability of the Mayor, shall have the powers and duties of the Mayor. When the Mayor and President are absent or unable to perform the powers and duties of the office of Mayor at the same time, the next most senior member of the Common Council, based upon consecutive terms of office, shall preside at meetings of the Council and shall have the power and duties of the Mayor. Any person when so officiating shall be styled "Acting Mayor." No person officiating as

Acting Mayor shall have the power to approve an act of the Council that the Mayor has disapproved by filing objections with the Clerk.

2.02 COUNCIL MEETINGS.

- (1) ANNUAL ORGANIZATIONAL MEETING. The Council shall meet annually on the third Tuesday of April for the purpose of organization.
- (2) REGULAR MEETINGS. The regular meetings of the Council shall be held in the Council Room in the City Hall on the second and fourth Tuesdays of each month at 7:00 P.M., except that when the day for holding any regular meeting shall be a legal holiday, the regular meeting shall be held on the next following secular day at the same place and hour, unless otherwise determined by the Council. (1883 09/10/96)
- (3) SPECIAL MEETINGS.
 - (a) Special meetings of the Council may be called by the Mayor, or in his absence the Acting Mayor, at such time as he may appoint, by written notice of the purpose and time thereof to each member delivered to him personally or left at his usual place of abode, at least 6 hours before the meeting.
 - (b) Upon petition of 3 or more of the members of the Council, the Mayor, or in his absence, the Acting Mayor, shall call a special meeting of the Council.
 - (c) In addition to all other notice requirements, the requirement of sub. (5) below shall be complied with.

- (4) ADJOURNMENTS. Any regular or special meeting may be adjourned by a majority of the members present, but no adjournment shall be made to a time later than the next regular meeting.
- (5) OPEN MEETINGS. Except as provided in §19.85, Wis. Stats., all meetings of the Council or of any City Board, Commission, Committee, or otherwise designated formally constituted sub-unit of City government shall be open sessions as defined by §19.82, Wis. Stats. Pursuant to §19.84, Wis. Stats., notice of all meetings shall be given as to time, place and subject matter not less than 24 hours prior to the commencement of such meetings unless for good cause such notice is impossible or impractical, in which case shorter notice may be given, but in no event less than 2 hours in advance of the meeting. In addition, such notice shall be posted for a like period on the City Hall bulletin board. The subject matter of all closed sessions shall be announced by the Mayor and a roll call vote taken on the motion to go into closed session so as to comply with the requirements of §19.85, Wis. Stats.
- (6) ATTENDANCE BY CITY OFFICIALS. Unless excused by the Mayor, the City Administrator, City Attorney, City Clerk, City Engineer, and the Chief of Police or their designated representatives shall be required to attend all regular meetings of the Council. Other Department Heads and City officers and officials shall attend Council meetings when requested by the Mayor or a member of the Council. (1938 05/26/98, 2033 11/14/2000)
- (7) CALL TO ORDER. The Mayor, or in his absence the Acting Mayor, shall promptly call each meeting of the Council to order at the hour fixed for the holding of such meeting.

2.03M <u>MEMBER ABSENCE; REMOTE MEETING</u> <u>PARTICIPATION</u>. (2549 04/28/20)

- (1) A member of a standing committee (per §2.05 of this Code), special committee (per §2.06 of this Code), board or commission (per Ch. 1, Subchapter II of this Code) or the Common Council may request in writing or by email at least 24 hours, but preferably 48 hours, in advance of the meeting permission from presiding officer of the committee, board, commission or council to participate in the meeting remotely, by video or audio conferencing system.
- (2) Remote participation may be permitted in cases where the member would not otherwise be able to attend the meeting due to illness or

- conditions, lack of available childcare, or other circumstances beyond the member's control where in person attendance would create an undue hardship.
- (3) In the event one or more members at a committee, board, commission or council meeting participates remotely, the following shall occur:
 - (a) The member(s) remote appearance shall be noted in the meeting minutes.
 - (b) The meeting must occur in a meeting room where the physically absent member(s) can hear and be heard by all those who are present.
 - (c) The member(s) appearing remotely shall count towards the quorum.
 - (d) The member(s) shall be allowed to participate and vote to the fullest extent possible except that if the proceeding requires direct observation, such as viewing exhibits not previously provided or observing the demeanor of a witness, the member(s) shall abstain from voting unless the remote participation is occurring by video conference.
 - (e) All voting during the meeting shall be conducted by roll call vote.
 - If at any time during the meeting one or more of the elements of the software allowing the remote participation malfunctions resulting in a participant unable to hear or fully communicate, the presiding officer shall call a recess until such time as communication is reestablished. If communication is not restored within 5 minutes, the presiding officer may entertain a motion to continue the meeting in absence of the remotely participating member(s). If the meeting continues without the remotely participating member(s) and there is a loss of a quorum, the meeting shall adjourn.
 - (g) If the members vote to go into closed session, all state and local laws related to closed session apply. If in closed session, member(s) appearing remotely shall take all reasonable measures to ensure that no member of the public present at their location are able to see, hear or otherwise observe the closed session.

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(4) Remote participation at meetings by City officials, agents and staff may be allowed with prior consent of the presiding officer.

2.03 CONDUCT OF MEETINGS.

- (1) CALL TO ORDER. The Mayor shall be the presiding officer and shall call the meeting to order at the appointed hour. In the absence of the Mayor, the President of the Council shall preside and if he is absent, the Acting Mayor shall preside. In the absence of the City Clerk, the Mayor shall appoint a clerk for the meeting.
- (2) ROLL CALL. After the presiding officer calls the meeting to order, the Clerk shall call the roll, to be followed by the Pledge of Allegiance.
- (3) ORDER OF BUSINESS. At all meetings, the following order shall be observed in disposing of business before the Council unless otherwise provided in the furnished agenda: (1807 04/18/95, 1875 08/13/96)
 - (a) Call to order.
 - (b) Roll call and pledge of allegiance.
 - (c) Approval of previous Minutes.
 - (d) Approval of Agenda.
 - (e) Compliance with Open Meeting Law.
 - (f) Presentations.
 - (g) Public hearings.
 - (h) Public invited to speak.
 - (i) Mayor's business.
 - (j) Consent Agenda.
 - (k) Unfinished business.
 - (l) New business.
 - (m) Appointments.
 - (n) Committee of the Whole.
 - (o) City Administrator comments.
 - (p) Mayor and Council comments.
 - (q) Reports, petitions and correspondence.
 - (r) Information items.
 - (s) Closed session.
 - (t) Open session.
 - (u) Adjournment.
- (4) BUSINESS TAKEN IN ORDER; EXCEPTION. No business shall be taken up out of said order except by either unanimous consent and without debate or by 2/3rds vote under suspension of the rules as provided in §2.04(20) of this chapter.
- (5) CONSENT AGENDA.
 - (a) The City Clerk, subject to approval of the Mayor, shall place on the consent agenda items that in his judgment are routine and non-controversial. No separate discussion or debate on matters included in the consent agenda shall be permitted. A single motion, seconded and adopted by a

majority vote of the mer sufficient to approve, adopt, enact or otherwise favorably resolve any matter listed on the consent agenda without separate reading or discussion thereof.

- (b) When the consent agenda is reached, any member may request removal of any item from the consent agenda and such item shall be removed without debate or vote. Any item or part thereof removed from the consent agenda shall be separately considered at the appropriate time in the Council's regular order of business. Any member wishing to remove an item from the consent agenda shall request such removal when the agenda is considered as an order of business.
- **2.04 STANDING RULES**. The standing rules for the government of the Council shall be as follows:
 - (1) ADJOURNMENT OF REGULAR MEETINGS.
 - (a) If the business of the Council is not completed at 11:30 P.M., the meeting shall recess automatically to the next regularly scheduled meeting time, unless the Council shall establish, by a majority vote, a later time for adjournment or recess of the meeting. Provided, however, that the presiding officer shall recognize any Alderman who wishes to move for a later time of adjournment or recess of the meeting.
 - (b) The Council shall automatically consider at 11:30 P.M., as a special order of business, a motion to adjourn. The motion to adjourn shall be made by the President of the Council, seconded by the senior member of the Council. All agenda items not dealt with before the motion to adjourn regular meetings shall be automatically referred to the next regular meeting of the Council, unless the time for adjournment has been extended by par. (a) above.

(2) INTRODUCTION OF BUSINESS.

(a) All ordinances, resolutions, memorials or other communications shall be in writing with a brief statement of their contents endorsed thereon, together with the name of the member presenting the same and shall be delivered to the Clerk and entered on the minutes. The Mayor shall refer the ordinance, resolution or

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communication to the appropriate Committee or to the appropriate place on the agenda. The Committee to which any matter shall be referred shall report thereon in writing no later than the second regular meeting after such reference, unless there is no objection by the Council to further time being taken.

- (b) Prior to action by the Council, all ordinances and resolutions shall be reviewed by the City Administrator, or his/her designee, for fiscal impact and, to the extent required herein, each ordinance or resolution requiring the expenditure of City funds shall include a statement detailing whether or not the expenditure has been approved in the current year budget, and the account number and/or title of the funding source of the expenditure. Whenever an ordinance or resolution does not require a fiscal note under this subsection, a statement of no fiscal impact shall be attached thereto. No fiscal impact statement shall be required when the fiscal impact will be for a budgeted expenditure of less than \$3,000.00, or when the sole fiscal impact will be for budgeted compensation to City personnel and/or officers. The Finance Committee shall be authorized to approve the format for providing fiscal information under this subsection. $(1860\ 03/26/96)$
- (c) Once an item on the agenda is read into the record, it is open for discussion. The Mayor may ask for a staff presentation on the item, or for any Council questions or comments. The Council may discuss such item prior to any motion being on the floor. (1767 08/09/94)
- (d) All ordinances and resolutions appropriating money or creating any charge against the City other than the payment of claims for appropriations previously authorized by the Council shall require for their passage or adoption approval by 2/3 vote of the entire membership of the Council. A roll call vote shall be taken and recorded on all such appropriations. (See §66.042(7), Wis. Stats.)
- (e) Unless otherwise provided in these rules, no ordinance or resolution, having once been defeated, may again be introduced in the same or in substantially similar form until the

when such ordinance or resolution was defeated. (See sub. (10) below.)

- The substance of the official action to be taken pursuant to all resolutions or ordinances offered for adoption shall be read by the City Clerk or the Clerk's designee. However, the presiding officer may direct that a resolution or ordinance be read by title only. Any Council member may request prior to the time a resolution or ordinance is offered to have the resolution or ordinance read in full and such request shall be granted without debate or vote. An ordinance offered for adoption at its second reading shall be read by title only unless a Council member requests that the ordinance be read in full and such request shall also be granted without debate or vote. (1837 11/28/95)
- (3) QUESTIONS OF ORDER. The presiding officer shall decide all questions of order, subject to an appeal to the Council. No appeal shall be debatable and the appeal may be sustained by a majority of the members.
- (4) PRESIDING OFFICER TO PRESERVE ORDER. It shall be the duty of the presiding officer to preserve decorum. If any member transgresses the rules of the Council, the presiding officer shall, or any member may, call such offending member to order, in which case the member called to order shall immediately be silent, unless permitted to explain, and the Council, if appealed to, shall decide the matter. If any member is not recognized by the presiding officer, he may appeal to the Council to be heard and the Council shall decide, by a majority vote, whether the member shall be heard.
- (5) VACATION OF THE CHAIR. The presiding officer shall vacate the chair and designate a member to preside temporarily whenever he desires to make any motion. Provided, however, the presiding officer shall, from time to time, give the Council such information and recommend such measures as he may deem advantageous to the City. (See §62.09(8)(b), Wis. Stats.)

(6) MOTIONS.

(a) When a motion is made and seconded, it shall be deemed to be in the possession of the Council and shall be stated by the presiding officer, or being in writing shall be delivered to

- the Clerk and read by him before debate begins.
- (b) Unless otherwise provided in these rules, the rules of order pertaining to motions shall be according to Robert's Rules of Order, Revised.
- (7) DIVISION OF QUESTION. Any member may call for a division of the question when the same will admit thereof and such division shall be made by the chair and a separate vote shall be taken on each division.

DEBATE. (8)

- No member shall address the Council until he has been recognized by the presiding officer. When a member wishes to speak to a question or make a motion, he shall respectfully address the presiding officer. No member shall address the Council until he has been recognized by the presiding officer. When 2 or more members desire to address the presiding officer at the same time, the presiding officer shall designate the member who shall have the right to speak first. The presiding officer's determination on who shall speak first under this subsection shall be final.
- (b) No member shall speak more than a total of 10 minutes on any question unless the Council, by a majority vote, shall grant an extension of time for a member to speak.
- When a question is under discussion, no action shall be in order except to adjourn, to lay on the table, to postpone to a certain day, to refer to a Committee, to amend, or to postpone indefinitely. All such motions shall have precedence in the order listed.
- Any member wishing to terminate debate on a question may move to put the question before the Council. The presiding officer shall then state that the previous question has been moved and a vote shall be taken on whether the question shall be put to a vote. If a majority of the members vote in the affirmative, debate shall be terminated and the presiding officer shall then clearly state the question before the Council. The Council shall vote first upon pending amendments and then upon the main question.
- VOTING. (9)

- (a) Two-thirds of the me Council shall be a quorum. A lesser number than a quorum may compel the attendance of absent members and may adjourn. A majority of all the members shall be necessary for a confirmation on all questions. In case of a tie the Mayor shall have a casting vote. When the Mayor does vote in case of a tie, his vote shall be counted in determining whether a sufficient number of the Council has voted favorably or unfavorably on any measure. The Mayor shall not be counted in determining whether a quorum is present at a meeting. (See §62.11, Wis. Stats.)
- (b) Unless a roll call vote is requested by a Common Council member, a voice vote shall be taken and recorded by the Clerk for the approval of minutes, approval of the agenda, approval of mayoral appointments adjournment. All other questions before the Council shall be determined by the ayes and noes taken and recorded by roll call. While the Clerk is calling the roll on a roll call vote, each member shall vote inside the bar of the Council and it shall not be in order for any member to explain his/her vote during such call. On confirmation and on adoption of any measure assessing or levying taxes, appropriating or disbursing money, or creating any liability or charge against the City, or any fund thereof, the vote shall be by ayes and noes. The Clerk shall progress one name on the Council roster when beginning each roll call vote. (1876 08/13/96)
- All laws, ordinances, rules, resolutions and motions shall be passed by an affirmative vote of a majority of all the members of the Council unless an extraordinary vote is otherwise required.
- A member shall have the right to change his vote up to the time the vote is finally announced. After that, he can make the change only by permission of the Council, which may be given by general consent; that is, by no member objecting when the presiding officer inquires if anyone objects. If objection is made, a motion may be made to grant the permission which motion shall be un-debatable. It shall be the duty of every member to express his opinion on a question by voting

thereon; however, no member can be compelled to vote.

- The Mayor shall have the veto power as to all acts of the Council, except such as to which it is expressly or by necessary implication otherwise provided by Wisconsin law. All acts of the Council shall be submitted to the Mayor by the Clerk and shall be enforced upon approval evidenced by the Mayor's signature or upon failing to approve or disapprove within 5 days, which fact shall be certified thereon by the Clerk. If the Mayor disapproves, the Mayor's objection shall be filed with the Clerk, who shall present them to the Council at the next meeting. A 2/3 vote of all the members of the Council shall then be required to make the act effective notwithstanding the objections of the Mayor. If the last day for exercising a veto falls on a Sunday or a holiday, the Mayor may exercise a veto on the next succeeding secular day.
- (10) RECONSIDERATION. It shall be in order for any member who voted in the affirmative on any question which was adopted, or for any member who voted in the negative when the vote is evenly divided, or for any member who voted in the negative when the number of affirmative votes was insufficient for adoption, to move a reconsideration of such vote at the same or next succeeding regular meeting of the Council. A new Council member shall succeed to the voting position of his predecessor. A motion to reconsider shall not be in order when the same result can be obtained by another motion.
- (11) PROTEST OF COUNCIL ACTION. Any member shall have the right to have the reasons for his dissent from or protest against any action of the Council entered on the minutes.
- (12) ORDINANCES. No ordinance shall be adopted until the same shall have been read by title only at two consecutive meetings of the Council, provided, however, that this rule may be suspended and the ordinance may be passed to its second reading at the same meeting by unanimous consent of the Council. An ordinance shall be read in its entirety if the Mayor or an Alderperson so requests. Following passage of any ordinance, the Clerk shall cause the same to be published in the official City newspaper, as provided by §62.11(4), Wis. Stats., unless the Council, by a majority vote, directs the

Clerk to cause the ordinance pursuant to §66.035, Wis. Stats. (1755) 07/26/94)

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(13) COUNCIL AGENDA.

- (a) All reports, resolutions, ordinances or other written documents to be brought before the Council at its regular meeting shall be filed with the Clerk by 4:00 P.M. of the second Friday immediately preceding the regular Tuesday meeting, provided, however, subject to the Wisconsin Open Meeting Law requirements, any Council member or the Mayor shall have the right to bring any resolution before the Council at a regular Council meeting. (1877 08/13/96, 2114 04/08/2003)
- (b) A proposed agenda, together with relevant materials and communications, shall be prepared by the Clerk and delivered to the Mayor, the Common Council members, and City Officers who are required to attend regular meetings not later than 4 p.m. on the Wednesday prior to each regular Council meeting. A similar agenda shall be prepared and delivered for special meetings of the Council if time permits. No item may be acted on by the Council unless it is included in the agenda except by a 2/3rd vote of the members or by suspension of the rules as provided by sub. (20) below. The proposed agenda, together with relevant materials and communications, shall be available at the Clerk's office for inspection and copying by 4 p.m. on the Wednesday immediately preceding the regular Council meeting. The agenda and materials for a special Council meeting shall be available as soon as prepared and assembled by the Clerk. (2114 04/08/2003)
- (c) Subject to the Wisconsin Open Meeting Law requirements, additions to or deletions from the proposed agenda may be made by the Clerk, the Council members, and/or by other City Officers upon request or approval of the Mayor until 12 noon of the date of the Council meeting, and any items submitted after 12 noon may be included on the agenda if approved by a majority of the members as here after provided. Materials not previously delivered to the Mayor, the Council members, and City Officers required to attend regular

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meetings shall be made available for pickup at the Clerk's office until 4 p.m. on the day of the Council meeting and shall be available at the meeting place of the Council one-half hour prior to the start of the meeting. (2114 04/08/2003)

- (d) The proposed agenda shall be subject to approval of the Council by majority vote of the members.
- (14) CONSENT AGENDA. See §2.03(5) of this chapter.
- COMMITTEE OF THE WHOLE. The (15)Council may, by majority vote, at any regular or special meeting in the regular order of business, as provided in §2.03(3) of this chapter, resolve itself into a Committee of the Whole. Resolving into Committee of the Whole as a special order of business other than in the regular order of business shall require unanimous consent of those present at the meeting. Standing rules of the Council, as provided in this section, shall not apply when the Council has resolved into the Committee of the Whole. Actions or votes of any kind taken by the Council acting as a Committee of the Whole shall be deemed advisory only and shall not authorize any official act by any officer, employee, agent or representative of the City. The Mayor shall preside over the Committee of the Whole. The Council may not finally adjourn any meeting or conduct an executive session in the Committee of the Whole.

(16) PUBLIC RIGHT TO ADDRESS COUNCIL.

- (a) Any member of the public shall have the right to speak on any item of business that is on the meeting agenda if recognized by the presiding officer. Speakers may be limited in length of address by majority vote of the Council; otherwise, the presiding officer shall determine the length of time that a citizen may speak and may limit the total length of the public comment period. No member of the public shall be permitted to speak on petitions, communications and reports when first introduced before the Council and which are scheduled to be referred to and reported back at a later meeting or which will be taken up at a later time in the regular meeting.
- (b) No person, except members and officers of the Council, shall be allowed to come within the bar of the Council

1 - 7

during the session of the presiding officer.

- (17) PUBLIC HEARINGS. In conducting a public hearing, the Council shall allow all interested parties an opportunity to speak on the subject matter of the hearing. At the beginning of a public hearing, the presiding officer shall request all speakers to remain in the Council chambers until the conclusion of the public hearing so that each speaker will be available for questioning by the Council members. Public hearings shall be conducted by first allowing those citizens to speak who are against the question. Each side shall be given an opportunity to rebut new evidence presented by the opposing side.
- (18) ROBERT'S RULES OF ORDER TO GOVERN. In the absence of a special ordinance or State statute, the Council shall be governed by Robert's Rules of Order, Revised.
- (19) BUSINESS AT SPECIAL MEETINGS. At special meetings of the Council, no business shall be transacted but for which the meeting shall have been called, unless by a 2/3^{rds} vote of the members.

(20) SUSPENSION OF RULES.

- (a) Except as otherwise provided by law or this chapter, 2/3^{rds} of the members shall be required to suspend, alter or modify any of the rules in this section.
- When a member moves a suspension of the rules, he shall be required to state the particular standing rule to which the motion is addressed. The presiding officer shall then put the question, "Is there any objection to the suspension of the rules in accordance with the motion?" An objection voiced to suspension of the rules by one member shall require a roll call on the motion for suspension. If no such objection is made, the Clerk shall record a unanimous consent to the suspension and the presiding officer shall then proceed to state the principal questions.
- (21) RECORDING OF COUNCIL MEETINGS. All regular meetings of the Council shall be recorded electronically. These recordings shall be considered public records and subject to inspection by request, as provided by law.

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- (22) DISTURBANCES AND DISORDERLY CONDUCT. Whenever any disturbance or disorderly conduct occurs in any meeting of the Council, the presiding officer may cause the room to be cleared of all persons guilty of such disorderly conduct, except the Council members. If any Council member is guilty of disorderly conduct, the presiding officer may order the police to take the member into custody for the time being or until the meeting adjourns. Such member may appeal from such order to the Council as in other cases.
- (23) FAILURE TO OBSERVE RULES NOT A WAIVER. The failure to observe or enforce the standing rules under this section shall not constitute nor be deemed to waiver of the future enforcement of the rules.
- (24) PAYMENT OF CLAIMS. See §3.08 of this Code.

2.05 STANDING COMMITTEES (1789 03/14/95)

- (1) APPOINTMENT. The following Standing Committees shall be appointed by the Mayor at the organizational meeting of the Council each year:
 - (a) Personnel/Finance Committee.
 - (b) Public Safety Committee.
 - (c) Administrative Committee.

In addition to the above Standing Committees, Special Committees may be appointed from time to time concerning special matters of interest or importance to the City. All Special Committees shall be appointed by the Mayor unless otherwise directed by the Council.

- (2) COMPOSITION OF COMMITTEES. Each committee shall consist of three Alderpersons, and the chairperson of each committee shall be designated by the Mayor.
- (3) JURISDICTION OF COMMITTEES.
 - (a) Finance/Personnel Committee. Finance/Personnel Committee shall advise the Common Council on all matters dealing with finance, bond issues, regulation of rates and fees, except where these are directly administered by other and Commissions, audits, insurance, personnel relations, pay plans and policies, and any duties assigned by the The Finance/Personnel Committee shall further review and advise the Common Council on matters involving the purchase of real property and personal property by the City and on matters involving the sale or conveyance of real property owned by the City. The Finance/Personnel Committee further review and advise the Common Council on matters involving

- transportation issues and administer the Urban Mass Transit Operating Assistance Program. This Committee supersedes and replaces the Committees formerly known as the Finance Committee and Personnel Committee and this Committee shall assume jurisdiction and responsibility over all matters assigned or delegated to the Committee or Personnel Committee in other provisions of this Code or by duly adopted and approved resolutions, policies, and contracts of the City. (1942 07/28/1998, 09/23/2009)
- (b) Public Safety Committee. The Public Safety Committee shall advise the Common Council on all matters dealing with streets, sidewalks, alleys, storm drains, drainageways, sewers, traffic and parking matters, health and safety issues, nuisances, and any other duties assigned by the Council. Additionally, the Public Safety Committee shall serve in an oversight capacity with respect to matters concerning police and fire operations, except where such matters are the direct responsibility of the Baraboo Police Commission, Baraboo Area Joint Fire and Emergency Medical Services District Personnel Board, or Baraboo Area Joint Fire and Emergency Medical Services District Commission. It shall be the duty of this committee, under the direction of the Council, to keep the streets, sidewalks, alleys, sewers, storm drains, and drainage ways, and related public works in repair. This Committee supersedes and replaces the Committees formerly known as the Traffic Committee, Health & Welfare Committee, and Public Works Committee and this Committee shall assume jurisdiction and responsibility over all matters assigned or delegated to the Traffic Committee, Health & Welfare Public Committee, and Works Committee in other provisions of this Code or by duly adopted and approved resolutions, policies, and contracts of the (2033)11/14/2000; 08/24/2010, 2623 11/28/2023)
- (c) Administrative Committee. The Administrative Committee shall advise the Common Council on all matters dealing with the maintenance and upkeep of all City property except property directly administered by other boards and commissions, the review of license applications, except those licenses administered by other Boards, Commissions and City staff, the review of proposed legislation not directly involving other Boards, Commissions or Committees and advising City staff regarding response to legislative matters, relationships with

Section V. Item #9.

other governmental entities, such as the Baraboo Area Joint Fire and Emergency Medical Services District, School District, Legislative, etc., and any duties assigned by the Council. This Committee shall review and advise the Common Council on matters involving the sale of City owned personal property. Except specific jurisdiction and responsibility has been assigned in this section to another committee, this Committee shall serve as a liaison to the Library Board, Parks Recreation Commission, Community Development Authority, Baraboo Police Commission, Baraboo Area Joint Fire and Emergency Medical Services District Commission, Baraboo Area Joint Fire and Emergency Medical Services District Personnel Board, U.W. Baraboo Campus Commission, City Attorney and City Assessor. This Committee supersedes and replaces Committees formerly known as the Property Committee and License & Ordinance Committee and this Committee shall assume jurisdiction and responsibility over all matters assigned or delegated to the Property Committee or License & Ordinance Committee in other provisions of this Code or by duly adopted and approved resolutions, policies and contracts of the City. (1942 07/28/98, 2623 11/28/2023)

- (4) COMMITTEE REPORTS. All Committee reports shall be prepared by the City Clerk. The Clerk shall provide copies of such reports to Council members by the close of the work day on the Friday preceding the regular Council meeting.
- (5) CALLING COMMITTEE MEETINGS. The Mayor, City Administrator, or Chairperson of a committee may call a committee meeting at such time as he/she may designate by reasonable advance written notice to each committee member.
- 2.06 SPECIAL COMMITTEES. In addition to the standing Committees, special committees may be appointed from time to time to deal with special matters of interest to the City. All such committees shall be appointed by the Mayor unless otherwise directed by the Council.

2.07 EXPENSE ALLOWANCES FOR ALDERPERSON AND MAYOR FOR ATTENDING MEETINGS. (1788 3/13/95)

(1) EXPENSE ALLOWANCES FOR ATTENDING MEETINGS. Except as

provided in \(\sqrt{2.08}\), alderperson who are members of a standing or special committee of the Council shall not be paid an expense allowance for attending any meetings of these committees. Alderpersons or the Mayor who are regular members of any of the boards or commissions enumerated in Subchapter II of Chapter 1 of this Code, shall be paid an expense allowance of \$35 for each meeting attended and the expense allowance for attending Board of Review shall be \$35 per day. The maximum per diem expense allowance to be received by any alderperson or the Mayor for attending meetings of a City board or commission shall be \$35.00 regardless of the number of different meetings or hours involved. (1686 04/21/93; 2578 8/24/2021)

(2) CHAIRPERSON RESPONSIBILITY. The Chairperson of each City Board or Commission shall be responsible for maintaining an attendance record for each meeting. The Chairperson shall deliver the attendance record to the City Clerk at the end of each month. The City Clerk shall determine from the attendance record the entitlement of any Alderperson or the Mayor to an expense allowance under this section.

2.08 <u>SALARY FOR MAYOR AND</u> <u>ALDERPERSONS.</u>

- (1) MAYOR'S SALARY AND EXPENSE ALLOWANCE. The Mayor shall receive a base salary of \$10,000.00 per year. (1711 12/21/1993; 1686 04/21/1993; 1639 01/28/1992; 1556 01/23/1990; 1484 12/08/1987; Reso. 95-182 11/14/1995; 2349 11/09/2010)
- (2) ALDERPERSON'S SALARY. Each Alderperson shall receive a base salary of \$100 per month, plus an expense allowance of \$150 per month for attending meetings of any Standing or Special Committee of the Council, regardless of the number of meetings or hours involved. In addition, where an Alderperson is a regular member of any of the Boards or Commissions enumerated in Subchapter II of

Chapter 1 of this Code and attends a meeting of such Board or Commission, the Alderperson shall be paid the expense allowance provided in §2.07(1) of this Code. Each Alderperson shall further receive \$600 per year as a general expense allowance, plus such additional expenses or per diem allowances as are specifically authorized by this Code or by resolution of the Common Council. (1686 04/21/93, 1598 04/09/91, 1597 04/09/91, 1527 12/13/88, 1788 03/14/95, 2212 10/25/2005)

Section V. Item #9.

2.09 <u>TERM OF ALDERPERSON</u> <u>APPOINTMENT TO BOARDS,</u> <u>COMMISSIONS, OR COMMITTEES</u> –

Whenever a member of the Common Council is appointed to a board, commission, or committee based upon his/her alderperson position, such appointment term shall expire automatically on the third Tuesday in April of each year or at such time as said person is no longer a member of the Common Council, whichever occurs first. (2061, 07/10/2001)

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Section V. Item #10.

September 2025

Su	Мо	Tu	We	Th	Fr	Sa
5 12 19 26	6 13 20 27	7 14 21 28	1 8 15 22 29	2 9 16 23 30	3 10 17 24 31	4 11 18 25

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Aug 31	Sep 1	Council Mtg	3	4 Ordinance Committee	5	6
7	8 Library Board	9 Finance Committee	10 Emergency Gov and IC Safety	11 Plan Commission	12	13
14	Police & Fire Commission	16 Council Mtg	17 Public Works Committee	18	19	20
21	Admin & Personnel Committee	23 Design Review Committee	24 Parks & Rec Commission	25	26	27
28	29	30	Oct 1	2	3	4

Barry Hottmann 1 9/1/2025 11:06

City of Dodgeville

Standing dates for council, committee, and commission meetings:

Common Council Meeting 1st and 3rd Tuesday of the month

Finance Committee 2nd Tuesday of the month

Administration & Personnel Committee 4th Monday of the month

Ordinance & Regulation Committee 1st Thursday of the month

Plan Commission 2nd Thursday of the month

Parks & Recreation Commission 4th Wednesday of the month

Police and Fire Commission 3rd Monday of the month

Design Review Committee 4th Tuesday of the month

Public Works Committee 3rd Wednesday of the month

Emergency Government Committee (quarterly) 2nd Wednesday of the month

Iowa County Safety Committee (bi-annually) 2nd Wednesday of the month



PVR INFINITY SERVICS

700 Circle View Dr, PO Box 215 Clyman, WI 53016 Mobile: 414.940.1625 vonrueden@charter.net



Date

August 22, 2025

To

ATTN: Dylan Wadzinski publicworks@dodgevillewi.gov 100 E. Fountain St Dodgeville, WI 53533 Terms

Valid for 60 days

Description		Total
Complete all tasks required to load, transport		
and unload furniture/office items presently		
located at 100 East Fountain Street (lower level) to a new location of 410 East Leffler Street		\$3600.00
	Total Due	\$3600.00

Thank you for the opportunity to bid this job!

SERVICE PROPOSAL 2025

DODGEVILLE TWO IMEN AND A TRUCK JOIN OUR TEAM HOW'S MY DRIVING? 1-888-TMT-8900 1

PREPARED BY: Heather Lund

Danielle Robert

Director Business Development Two Men And A Truck

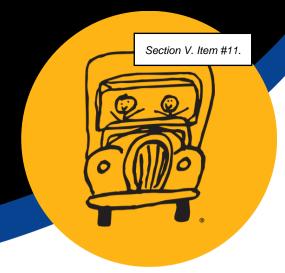
Each location is independently owned and franchised

PROJECT SUMMARY

Company: Office Move

Contact: Danielle Robert

RE: Move



Dear Danielle and Team,

Thank you for giving TWO MEN AND A TRUCK® the chance to participate in the bidding process for your upcoming move! I appreciate you taking the time to speak with me and review your needs for your upcoming move. I've enjoyed interacting with you and look forward to working through any remaining details of the project. We understand that many times coordinating projects can be stressful, and our entire process has been strategically engineered to transform each move into a positive move forward for our customers.

Please know that we strive to maintain the highest standards for each move - and we've earned a **97 percent referral rating** among our customers to prove it. This satisfaction score reflects our professional approach, commitment to providing only skilled and vetted staff, and promise to provide the resources and equipment to manage moves safely and swiftly.

Please find our attached response for your review. It is reflective of our conversation and RFQ with you so far. It is flexible and subject to change if your needs change.

We look forward to assisting you with your upcoming moves.

Heather Jund

OUR EXPERT TEAM

Heather Lund

Director of Business Development, Project Manager

Heather manages the commercial sales process for our Madison location as well as our other four locations. An experienced Project Manager, Heather spearheads internal and external projects, providing valuable insight into negotiation, sales, and business-to-business development





Hutch Heberer

Operations Manager

Hutch is our Operations Manager overseeing the day-to-day operations for both our Janesville and Madison locations. With over 10 years of management experience, He brings expertise in customer service, communication and leadership. He is passionate about ensuring both his team and customers are taken care of.

Matthew Leider

General Manager

Matthew's extensive past management experience means that he is right at home motivating large teams toward shared goals. He knows that businesses can't exist without people do Matthew spends his time helping our crew and developing them to become successful.



The mission of TWO MEN AND A TRUCK is to continuously strive to exceed our customers' expectations in value and high standard of satisfaction

SERVICES	DISCRIPTION	TOTAL
Moving services TBD - End Aug/Beg Sept	 Relocation Scope: Moving office equipment and misc items Movers: 10 of our highly trained, professional movers ensures efficient and careful handling of all items. Item Protection: We provide moving supplies such as dollies, padding, and speed packs to protect and secure items during transport. Minimized Disruption: Movers will work systematically to ensure the process is fast, organized, and minimizes disruption to the office environment. Damage Prevention: All steps will be taken to ensure no damage to the office furniture, items, or building during the move. 5 Trucks All movers are background checked and bonded 	\$12,820 includes, movers, truck, valuation and all equipment
A signatur	e is needed to indicate your approval of this	proposal.

This is a Flat Fee Estimate. Price is based on all information given to us at the time of our on-site. This can be adjusted to fit your needs and budget. Flat fee's include all time and equipment needed to complete the job. No other fee's will be assessed unless the scope of the move changes by the client.

Date

Payment terms NET 15

Signature

Project plan can be adjusted to fit your needs. Dates to be determined.

Section V. Item #11.



ABOUT US

COMPANY INFORMATION & FUN FACTS

Teenage brothers **Brig** and **Jon Sorber** founded the company in Lansing, Michigan, later franchised by their visionary mother, **Mary Ellen Sheets**, in **1989**.

Our mission at TWO MEN AND A TRUCK is to continuously strive to exceed customer expectations.

Our core purpose is to move people forward.

With 400+ locations, nearly 3,000 trucks, and operations in 46 states, Canada, Ireland, and the UK, we're locally owned and right in your neighborhood.

By 2025, we've completed over **7 million** moves as a franchise group—and counting!

Each franchisee completes three weeks of training at our Lansing, Mich., headquarters, featuring a truck and custom training house.

In 2022, Entrepreneur magazine included us in Entrepreneur's "Franchise 500" list ranked at number 87.

In 2022, we ranked #13 in Entrepreneur's "Top

Franchises Under \$150k" and #1 in the moving/junk
removal category from 2020-2022.

Section V. Item #11.

Let's work together

READY TO GET STARTED ?



Ready to have TWO MEN AND A TRUCK move your company forward? Reach out to your business consultant today to work out all the details and get you on our schedules.

Contact us at:
Heather Lund
608-332-5736
Heather.Lund@twomen.com

WORK ESTIMATE

Date: August 19th 2025



Badger Brothers Moving, LLC Wisconsin's *most trusted* movers

313 W. Beltline Hwy Madison, WI 53713 Phone: 608-720-1025

 ${\bf Email: scheduling@badgerbrothersmoving.com}$

Customer: Danielle Reddell
Phone Number: 608-930-7679
Email: utilities@dodgevillewi.gov

PROJECT DESCRIPTION

Residence Being Moved: Office to Office

Items Being Moved:

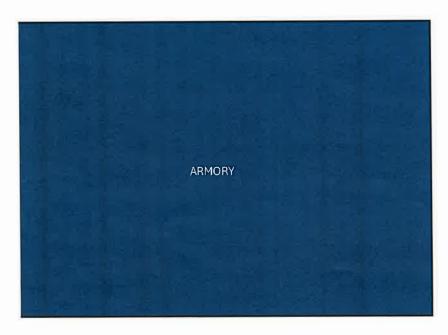
Filing Cabinet (80) desk (15) shelf (30) office chairs (30) printer (large) plotter (large) huge desk!! bins (20) chairs (100) large tvs (3) folding tables (40) folding chairs (20) ladder, large metal containers (7) voter booths (2) microwave coffee maker fridge 600-700 boxes 100 bins

Billing Description	Unit	Price per unit	TOTAL
Full-service move including mileage, 15 moving specialists + labor and travel, 6 full-size moving trucks, moving equipment, protective furniture pads/shrink wrap	8-10 Hours	\$1,401/Hour	\$11,208-\$14,010
Fuel	6mpg	Round Trip Travel	\$540
		Total Estimate:	\$11,748- \$14,550

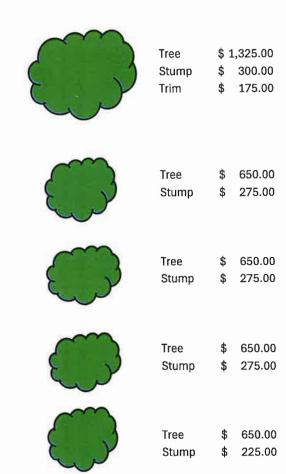
Please note this is just an *estimate* of cost, and you'll be billed based on the actual amount of time spent moving and in transit, whether that is higher or lower than this estimate. Estimates are given for informational and rough budgeting purposes only. Every house and apartment is different, and there are a multitude of factors that can affect how long it takes to complete a move. We guarantee that our movers will work tirelessly to complete your move as quickly and safely as possible. This estimate is not a binding contract.

If you have any questions concerning this estimate, contact us at (608) 720-1025 or via email at scheduling@badgerbrothersmoving.com **We genuinely appreciate your business!**

Funks Tree Service Quote Summary

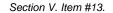






Tree \$ 1,275.00 Stump \$ 425.00 Trim \$ 175.00

Total to remove all	\$ 6,975.00
Total to remove the 4 smaller and trim the 2 larger	\$ 4,000.00
Total to remove the 4 smaller, large maple, trim large pine	\$ 5,525.00
Total to remove the 4 smaller, large pine, and trim large maple	\$ 5,450.00





Estimate

From

TC Networks, Inc

900 Valley Road Platteville, WI 53818

Note: This estimate is valid for 15

Estimate Id 4-2706 Estimate For City of Dodgeville

Issue Date 08/19/2025

Subject City Hall Renovations - Network Infrastructure

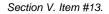
Item Type	Description	Quantity	Unit Price	Amount
Product	AP410C-FCC 4220 48 PORT MG SWITCH 8MW-40P-4X ExtremeWorks Next Budiness Day RMA Power Cord 10G Active DAC SFP+ 1m XIQ License EP1 Standard EW Support Tier A 3YR CyberPower OL3000RTXL2UHVN Netgate 6100 Firewall	1.00	\$15,294.00 USD	\$15,294.00 USD
Service	Shipping	1.00	\$120.00 USD	\$120.00 USD
Service	Labor and Travel Implementation of new Network Equipment including switches, firewall integration with MHTC, and wireless access point configurations. All general IT support services will fall under the Managed Services contract.	1.00	\$1,521.54 USD	\$1,521.54 USD

Estimate Total \$16,935.54 USD

Notes

All accounts and invoices are due & payable in full within 30 days from the invoice date. Accounts 30 days or more past due are subject to an interest and finance charge of 1.5% per month or 18% per annum.

To ensure a smooth project start, we kindly request that you pay for the necessary hardware upfront, which will cover the cost of specific hardware items listed in this estimate. This allows us to immediately begin ordering and procuring the materials needed for your project.





Estimate

From

TC Networks, Inc

900 Valley Road Platteville, WI 53818

Note: This estimate is valid for 15 days.

Estimate Id 4-2701

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Estimate For

City of Dodgeville

Issue Date 08/15/2025

Subject City Hall Renovations - Camera and Access

Control

Item Type	Description	Quantity	Unit Price	Amount
Service	Travel and Labor Description of Services - Install (12) new cameras into current WAVE vms - Install (6) new controllers and Readers supplied and installed by TC Networks on defined doors - Wire (6) strikes, 5 owner supplied, 1 new, connect to Paxton system - Install (6) Access Points at defined locations - Install Point to Point network from Main Bldg to garage - Provide VMS and Door access through City's MHTC Network - Install (1) network Rack (owner supplied),network switch and patch panels Customer Responsibilities - Provide reasonable access to premises - Cover the cost of lift rentals, if necessary, to access and/or install all equipment included in this project Provide port and network information for Access Control and Camera network - Provide a 4 port 120 V grounded outlet at Network rack - Provide single gang outlet for POE injectors in shop building	1.00	\$15,138.11 USD	\$15,138.11 USE
	Assumptions - Quote does not include running, terminating and testing the Cat 6 cabling to Cameras, Switch Closets, WIFI access points or Point to point in main building - All Doors are installed correctly, function without fault and have Access Control (banana cabling) cabling run to them - Work outside of this document is outside of the scope - Quote does not include installation of conduit, gang boxes, wall sleeves, wire racks and cable pathways to (12) camera locations, (6) WIFI Access Points, (6) doors and (1) PtP location - Quote does not include installation of door strikes, electronic locks, or door position switches provided by Division 8 contractor - Quote does not include dry contact connection to Fire Controll Access - Current records retention is sufficient to support additional cameras - Existing equipment to be reused is functional and suitable for reuse - Quote does not include suspended ceiling back boxes and bridges for camera placement			

				Section V. Item #1
Product	QNV-8022R (camera) (2) QNV-8080R (camera) (3) PNM-9031RV (180 camera) QNV-8010R (camera) (2) PNM-C16013RVQ (quad - camera) (2) PNM-7082RVD (duo - camera) (2) PNM-7082RVD (duo - camera) (2) Corner mount (Duo) (4) Wall Arm (Duo) (4) Wall Mount Adapter (Duo) (2) Wall Mount Hanging Cap (Duo) (2) Mounting Hole Cover WAVE-PRO-04 (3) 2-Post Open Frame Rack Hardware Kit Mounting Hardware, Anchor Kit, Steel Horizontal cable manager Vertical Cable manager Belden 48 Port Modular Patch Panel (2) Belden 24 Port Modular Patch Panel 10 Outlet 15A PDU - W surge Paxton10 - Door controller, with plastic housing (6) Paxton10 - Slimline reader (6) Altronix Power Supply 6ft 12 Gauge 3 Prong Heavy Duty Replacement Power (2) Battery (2) Door strike (1) Door Position Switch (7) WAVE I/O License (1) I/O Controller (3) AP mount/extension Point to Point Access Points (2) POE Injector NEMA rated outdoor network enclosure Cat6 Outdoor Hard Drive - 18TB (1) EZ-RJ45® Cat 6 Connector 8-Position Patch Cable (25) Fire board MISC ITEMS	1.00	\$21,185.98 USD	\$21,185.98 USD
Service	Shipping	1.00	\$250.00 USD	\$250.00 USD

Estimate Total \$36,574.09 USD

Notes

All accounts and invoices are due & payable in full within 30 days from the invoice date. Accounts 30 days or more past due are subject to an interest and finance charge of 1.5% per month or 18% per annum.

To ensure a smooth project start, we kindly request that you pay for the necessary hardware upfront, which will cover the cost of specific hardware items listed in this estimate. This allows us to immediately begin ordering and procuring the materials needed for your project.



New City Hall AV

City of Dodgeville



Presented By:



Madison Office 5404 Voges Rd. Madison, WI, 53718 (608) 831 - 5012 Milwaukee Office 1207 West Canal Street Milwaukee, WI 53233 (414) 797 - 0667 Appleton Office 1899 Progress Way Kaukauna, WI 54130 (920) 570 - 4880 Wausau Office 200 Paper Place Mosinee, WI 54455 (715) 241-8332

Modified: 8/14/2025 Revision: 0



City of Dodgeville New City Hall AV Scope of Work

Committee Meeting Room

Video

- Wall mounted large display
 - Display(s)
 - 85" commercial display
 - Pull out wall mount for serviceability
 - Sources
 - BYOD inputs at the table
 - Cameras
 - One fixed room view camera with AI framing mounted above the display

Audio

- Ceiling speakers and microphones
 - o Speakers
 - Four ceiling mounted speakers in ACT
 - White
 - Microphones
 - Ceiling mounted microphone(s) (match Library)
 - White
 - Processor/Amplifiers
 - Audio processor with advanced echo cancellation (match library)

Conferencing

- Bring Your Own Device video conferencing
 - User Experience
 - USB and HDMI at the table (cored floor)
 - A user will connect their laptop to the system
 - A user can then select the room peripherals and use their conferencing platform of choice

Environment

N/A

Presented By: Automation Arts 8/29/2025

Project Name: New City Hall AV Project No.: AUTOM-13304

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Control

- No external control of this system is required
 - Conferencing equipment to be available via USB at the table
 - o Display to auto turn on/off with signal presence

Small Conference Room

Video

- Wall mounted display
 - O Display(s)
 - 55" commercial display
 - Pull out wall mount for serviceability
 - Sources
 - BYOD inputs at the table (floor not cored, furniture tbd)
 - Cameras
 - Included in Conferencing Soundbar

Audio

- Ceiling speakers and microphones
 - **Speakers**
 - Included in conferencing soundbar
 - Microphones
 - Included in conferencing soundbar
 - Processor/Amplifiers
 - Audio processor with echo cancelation included in soundbar

Conferencing

- Bring Your Own Device video conferencing soundbar mounted above the display
 - User Experience
 - A user will connect their laptop to the system with HDMI and USB
 - A user can then select the room peripherals and use their conferencing platform of choice

Environment

N/A

Control

- No external control of this system is required
 - o Conferencing equipment to be available via USB at the table
 - o Display to auto turn on/off with signal presence

Presented By: Automation Arts 8/29/2025

Page 3 of 16



Mayor's Office

Video

Client provided display and articulating wall mount

Audio

New conferencing soundbar mounted to the display (height tbd)

Conferencing

• Wireless connectivity from the desk to the display and conferencing soundbar (AM3200)

Control

- No external control of this system is required
 - o The manufacturer's display remote will be used to turn display on and change inputs
 - o Wireless casting and conferencing access from the users laptop

Service Agreement

 Your project includes a 90-day workmanship warranty. Additional service level agreements are available and optional.

<u>Customer Responsibilities</u>

- All required data and client network cable and connections are to be provided by others.
- All coaxial cabling from building headend to be provided by others.
- All line voltage, junction boxes and conduit, if required for A/V systems, are to be provided by others.
- Concrete or core drilling/cutting.
- Necessary ceiling tile or gypsum board replacement and/or repair.
- Structural support of AV equipment or building related vibrations.
- All millwork
- Patching and painting
- Lifts or scaffold are not included unless stated otherwise.
- Conferencing platform licensing to be provided by the client prior to the 1st day of commissioning.
- Cable boxes are to be provided by others prior to the 1st day of installation.
- All OFE gear listed in the proposal to be provided in working order by the client prior to the 1st day of installation.

Presented By: Automation Arts 8/29/2025

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City Hall: Committee Meeting Room

Unassigned

1



Automation Arts Commissioning - In House

System configuration and calibration tasks performed by a commissioning agent



1 Automation Arts Commissioning - On-Site

System configuration and calibration tasks performed by a commissioning agent



1 Automation Arts Programming

Programming labor performed by Automation Arts programming team

Unassigned Total: \$3,276.00

Display Systems



1 Crestron HD-RXC-4KZ-101

DM® Essentials 4K60 4:4:4 Receiver for HDMI®, RS-232, and IR Signal Extension over CATx Cable

1 SnapAV B6-4K2-1

4K Ultra HD Premium Certified High Speed HDMI® Cable with GripTek™ - 1M (3.3')

100 Windy City Wire CAT6A SP Black

Category 6A Shielded Plenum Cable (Black)



1 SONY FW85BZ30L

85" 3840x2160 4K, 440nit, 24/7 Display, Black - Black

1 Chief RLXT3

Chief Fit Large Extended Tilt Wall Mount - For displays 43-85

1 SnapAV WB-200-CE-4

WattBox Mounted Power Conditioner 4-Outlets - 2160J EMI/RFI Filtration Coax Ethernet

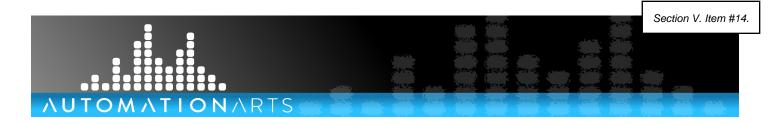
Display Systems Total: \$5,171.60

Connectivity

1 Crestron HD-TXC-4KZ-101-1G-B

DM® Essentials 4K60 4:4:4 Transmitter for HDMI®, RS-232, and IR Signal Extension over CATx Cable, Wall Plate, Black

Presented By: Automation Arts 8/29/2025



1 SnapAV B6-4K2-2

4K Ultra HD Premium Certified High Speed HDMI® Cable with GripTek™ - 2M (6.5')

1 SnapAV B6-4K2-3

4K Ultra HD Premium Certified High Speed HDMI® Cable with GripTek $^{\text{TM}}$ - 3M (10')

Windy City Wire CAT6A SP BlackCategory 6A Shielded Plenum Cable (Black)



1 Crestron USB-EXT-2-LOCAL

USB over Category Cable Extender, Local

1 C2G 54174 2m USB 3.0 AM-BM CBL BLK

100 Windy City Wire CAT6 P BlackCategory 6 Plenum Cable (Black)

Connectivity Total: \$1,764.78

Cameras

1 QSC NC-110



110° Horizontal Field of View, ePTZ network camera, PoE, includes mounting bracket for monitor and surface mounting

1 C2G 31342

5ft Cat6 Snagless Unshielded (UTP) Ethernet Network Patch Cable - Black

Cameras Total: \$1,805.53

Microphones



1 Shure MXA920W-S

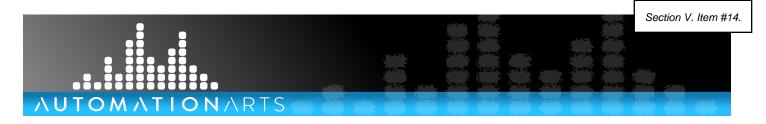
Ceiling Array Microphone, Square, White, 24 inch

75 Windy City Wire CAT6 P White Category 6 Plenum Cable (White)

Microphones Total: \$5,273.22

Speakers

Presented By: Automation Arts 8/29/2025





3 **QSC AD-C6T-ZB-WH**

6.5" Two-way ceiling speaker, 70/100V transformer with 16Ωbypass, zero bezel design, 150° conical DMT coverage, includes C-rign and rails for blind mount installation.

Priced individually, sold in pairs. White only.

75 Windy City Wire 16-2 P White

16 Gauge 2 Conductor Speaker Wire, Plenum Rated (White)



1 **QSC AD-C6T-ZB-WH**

6.5" Two-way ceiling speaker, 70/100V transformer with 16Ωbypass, zero bezel design, 150° conical DMT coverage, includes C-rign and rails for blind mount

Priced individually, sold in pairs. White only.

75 Windy City Wire 16-2 P White

16 Gauge 2 Conductor Speaker Wire, Plenum Rated (White)

\$2,001.00 Speakers Total:

Head End



......

1 **Crestron USB-EXT-2-REMOTE**

USB over Category Cable Extender, Remote

1 C2G 54174

2m USB 3.0 AM-BM CBL BLK

1 Netgear GSM4210PD-100NAS

AV Line M4250 Series Managed Switch 8-port 10/100/1000 PoE+ (220W) 1 x 1Gig SFP Port

1 C2G 31342

5ft Cat6 Snagless Unshielded (UTP) Ethernet Network Patch Cable -Black

QSC CORE 8 FLEX

Unified Core with 8 local audio I/O channels, 64x64 network I/O channels. Includes UCI and scripting licensing.

1 C2G 27152

7ft Cat6 Snagless Unshielded (UTP) Ethernet Network Patch Cable -Black

1 QSC SPA2-60

2 x 60W Stereo Amplifier

10 Windy City Wire 22-2 SP White

22 Gauge 2 Conductor Shielded With Drain Mic or Control Wire, Plenum Rated (White)

8/29/2025 Presented By: Automation Arts



1 Wattbox WB-200-CE-4

WattBox™ Mounted Power Conditioner, 4-Outlets - 2160J, EMI/RFI Filtration, Coax, Ethernet

Head End Total: \$6,263.73

City Hall: Committee Meeting Room Total: \$25,555.86

City Hall: Small Conference Room

Display Systems



1 SONY FW55EZ20L

55" BRAVIA 4K HDR PROFESSIONAL LITE DISPLAY

1 Chief RLXT3

Chief Fit Large Extended Tilt Wall Mount - For displays 43-85

1 Wattbox WB-200-CE-4

WattBox™ Mounted Power Conditioner, 4-Outlets - 2160J, EMI/RFI Filtration, Coax, Ethernet

Display Systems Total: \$1,605.26

Connectivity



1 Crestron HD-EXT-USB-2000-C

4K HDMI® & USB over HDBaseT® Extender 2000

Connectivity Total: \$1,345.19

Conferencing

1 Chief PACSBM

UNIVERSAL SOUNDBAR MOUNT

1 Crestron UC-SB1-CAM

UC Video Conference Smart Soundbar & Camera

Conferencing Total: \$1,540.48

City Hall: Small Conference Room Total: \$4,490.93

City Hall: Mayor's Office

Display Systems

1 Client Provided Display and Mount

Installation of client provided display and mount

Presented By: Automation Arts 8/29/2025

Project Name: New City Hall AV Project No.: AUTOM-13304

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Display Systems Total: \$329.50

Conferencing

1 Chief PACSBM

UNIVERSAL SOUNDBAR MOUNT

1 Crestron AM-3200-WF

AirMedia® Receiver 3200 with Wi-Fi® Network Connectivity

1 C2G 31342

5ft Cat6 Snagless Unshielded (UTP) Ethernet Network Patch Cable - Black

1 Crestron AM-TX3-100

AirMedia® Series 3 Connect Adaptor

1 Crestron AM-TX3-100-CRADLE

Tabletop Cradle for up to four AM-TX3-100 Adaptors

1 Crestron PW-2412WU

Wall Mount Power Pack, 24 VDC, 1.25 A, 2.1 mm, Universal

1 SnapAV B6-4K2-2

4K Ultra HD Premium Certified High Speed HDMI® Cable with GripTek™ - 2M (6.5')

1 Crestron UC-SB1-CAM

UC Video Conference Smart Soundbar & Camera

Conferencing Total: \$4,521.79

City Hall: Mayor's Office Total: \$4,851.29

Service & Project Expenses

Unassigned

1 Automation Arts Surcharge

Shipping, Handling, Logistics

1 Automation Arts Training

Automation Arts provided training for your system.

Unassigned Total: \$1,202.49

Service

Presented By: Automation Arts 8/29/2025

Project Name: New City Hall AV Project No.: AUTOM-13304

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Project Name: New City Hall AV

1 **Automation Arts 90 Day Warranty**

90 day workmanship warranty as described in contract

\$0.00 Service Total:

Service & Project Expenses Total: \$1,202.49

> **Project Subtotal:** \$36,100.57

Presented By: Automation Arts

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Proposal Summary

Total Installation Price: \$36,100.57

Grand Total: \$36,100.57

Payment Schedule	Amount	Due Date
Deposit	\$18,050.29	
Progress	\$9,025.14	
Final	\$9,025.14	

^{**}Sales tax is not included in this proposal. Taxes, if required, will be reflected on the final billing for this project.

Proposal is valid for 30 days from delivery and will expire on: 9/28/2025

8/29/2025 Presented By: Automation Arts

Project No.: AUTOM-13304

Project Name: New City Hall AV

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New City Hall AV

City of Dodgeville

100 E Fountain St. Dodgeville, WI 53533

Presented By:

Automation Arts

5404 Voges Rd. Madison, WI 53718 US (608) 831-5012 http://www.automationarts.com

AUTOMATIONARTS

Revision: 0

Modified: 8/14/2025

TERMS AND CONDITIONS

- 1. Contract Terms. These terms and conditions (the "Terms") and the accompanying proposal (the "Proposal" and collectively, with the Terms, this "Agreement") comprise the entire agreement between Automation Arts, LLC ("Automation Arts") and you ("Customer") and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between these Terms and the Proposal, these Terms shall govern, unless the Proposal expressly states that the terms and conditions of the Proposal shall control. These Terms prevail over any of Customer's general terms and conditions regardless whether or when Customer has submitted its request for proposal, order, or such terms. Provision of services or equipment to Customer does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend these Terms.
- **2. Services**. Automation Arts shall provide the services (the "Services") and equipment and systems ("Equipment") to Customer as described in the Proposal in accordance with these Terms.
- **3. Performance Dates**. Automation Arts shall use reasonable efforts to meet any performance dates specified in the Proposal, and any such dates shall be estimates only.
- **4. Customer's Obligations**. Customer shall: (i) cooperate with Automation Arts in all matters relating to the Services and the Equipment and provide such access to Customer's premises, and such office accommodation and other facilities as may reasonably be requested by Automation Arts, for the purposes of performing the Services and delivering the Equipment; (iI) respond promptly to any Automation Arts request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Automation Arts to perform Services and deliver Equipment in accordance with the requirements of this Agreement; (iii) provide such customer materials or information as Service Provider may reasonably request to carry out the Services in a timely manner and ensure that such customer materials or information are complete and accurate in all material respects; and (iv) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.
- **5. Customer's Acts or Omissions**. If the performance of Automation Arts of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants or employees, Automation Arts shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs,

New City Hall AV

Project No: AUTOM-13304 Rev. 0 8/29/2025

charges or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly prevention or delay.

6. Change Orders:

- (a) If either party wishes to change the scope or performance of the Services or modify the Equipment is to be delivered, that party shall submit details of the requested change to the other party in writing. Automation Arts shall, within a reasonable time after such request, provide a written estimate to Customer of: (i) the likely time required to implement the change; (ii) any necessary variations to the fees and other charges for the Services arising from the change; (iii) the likely effect of the change on the Services; and (iv) any other impact the change might have on the performance of this Agreement.
- (b) Promptly after receipt of the written estimate, the parties shall negotiate and agree in writing on the terms of such change (a "Change Order"). Neither party shall be bound by any Change Order unless mutually agreed upon in writing in accordance with Section 27.
- (c) Notwithstanding Section 6(a) and Section 6(b), Automation Arts may, from time to time change the Services without the consent of Customer provided that such changes do not materially affect the nature or scope of the Services, or the fees or any performance dates set forth in the Proposal.
- (d) Automation Arts may charge for the time it spends assessing and documenting a change request from Customer on a time and materials basis in accordance with the Proposal.
- 7. Fees and Expenses; Payment Terms; Late Payments. In consideration of the provision of the Services and Equipment by Automation Arts and the rights granted to Customer under this Agreement, Customer shall pay the fees set forth in the Proposal. Customer agrees to reimburse Automation Arts for all reasonable travel and out-of-pocket expenses incurred by Automation Arts in connection with the performance of the Services and delivery of the Equipment. Customer shall pay all invoiced amounts due to Automation Arts in 30 days of Automation Arts' invoice. Customer shall make all payments hereunder in US dollars by wire transfer or check. In the event payments are not received by Automation Arts within 10 days after becoming due, Automation Arts may: (i) charge interest on any such unpaid amounts at a rate of 1.5% per month from the date such payment was due until the date paid; and (ii) suspend performance for all Services and delivery of all Equipment until payment has been made in full. All payments made by credit or debit card will be subject to an additional 2.5% surcharge.

8. Taxes; Tariffs.

Customer shall be responsible for all tariffs, duties, and sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Customer hereunder. Such tariffs, duties, taxes, and similar charges are not included in the purchase price.

8.1. Price Adjustment Clause

- (a) If any government-imposed tariffs, duties, taxes, or similar charges are introduced, modified, or increased after the effective date of this Agreement, and such changes materially impact the cost of materials, goods, or services provided under this contract, the affected party shall be entitled to an equitable price adjustment.
- (b) Any price adjustment shall be limited to the actual cost increase incurred and must be agreed upon in writing by both parties.

8.2. Risk Allocation

- (a) Each party shall be responsible for its own compliance with applicable tariff laws and regulations.
- (b) Unless otherwise agreed in writing, any new or increased tariffs, duties, taxes, or similar charges imposed after the effective date of this Agreement shall be addressed under the Price Adjustment Clause.
- **9. Intellectual Property**. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of Automation Arts in the course of performing the Services, including any items identified as such in the Proposal (collectively, the "Deliverables") shall be owned by Automation Arts. Automation Arts hereby grants Customer a license to use all Intellectual Property Rights free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicenseable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable Customer to make reasonable use of the Deliverables and the Services. Customer shall own its Crestron Code upon full payment for delivered services. Any changes made to

Crestron codes by another Integrator shall void any Automation Arts Warranty, and will be subject to a T& fix, or correct programming code.

- 10. Confidential Information. All non-public, confidential or proprietary information of Automation Arts, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, "Confidential Information"), disclosed by Automation Arts to Customer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of the Services and this Agreement is confidential, and shall not be disclosed or copied by Customer without the prior written consent of Automation Arts. Confidential Information does not include information that is: (i) in the public domain; (ii) known to Customer at the time of disclosure; or (iii) rightfully obtained by Customer on a non-confidential basis from a third party. Customer agrees to use the Confidential Information only to make use of the Services and Deliverables. Automation Arts shall be entitled to injunctive relief for any violation of this Section. The confidentiality obligations as provided for under this Section 10 will expire three years from the date Automation Arts completes the Services.
- 11. Warranty. Automation Arts warrants to Customer that subject to the terms hereof (the "Warranty"): (a) for a period equal to 90 days from the date of delivery to Customer the Services provided by Automation Arts will be in a workmanlike manner free of material defects and (b) for a period equal to one year from the date of delivery to Customer the Equipment provided by Automation Arts will be free from material defects under normal use and service, except that with respect to any components or other parts included in the Equipment that are subject to a manufacturer's warranty, the warranty provided by Automation Arts will equal to the earlier of 90 days from the date of delivery to Customer or the expiration of any applicable manufacturer's warranty. This warranty is not transferable by Customer to any third-party and is as stated herein unless otherwise agreed to in writing.
- (a) It is in compliance with all applicable federal, state and local laws, regulations and standards relating to the sale and transportation of the supplies or items, and provision on the products including all applicable U.S. and foreign anti-corruption laws, including without limitation, the U.S. Foreign Corrupt Practices Act.

Automation Arts shall not be liable for a breach of the warranty set forth in this Section unless Customer gives written notice of the defective Services or Equipment, reasonably described, to Automation Arts within 30 days of the time when Customer discovers or ought to have discovered that the Equipment or Services were defective. Subject to this Section, Automation Arts shall, in its sole discretion, either: (i) repair or re-perform such Services or Equipment; or (ii) credit or refund the price of such Services or Equipment at the pro rata contract rate. If a warranty is offered by the manufacturer of any Equipment or parts thereto, such warranty information, if available, will be included with the Equipment.

THE REMEDIES SET FORTH IN THIS SECTION SHALL BE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND AUTOMATION ARTS' ENTIRE LIABILITY FOR ANY BREACH OF THE WARRANTY SET FORTH IN THIS SECTION.

The Warranty does not apply to any parts of other Equipment provided by Customer. The Warranty does not apply to expendable or consumable parts or items. The Warranty does not apply to any negligent, reckless, or intentional alteration, misapplication, misuse or abuse by any person or entity other than Automation Arts or its authorized service representatives.

Workmanship warranty of physically installed items will be a standard one year warranty. This would include misinstalltion of a product, that causes damage or harm to the structure in which it is attached to. Automation Arts personnell shall possess the requisite level of training, skill, and experience to address the requisite tasks efficiently and will perform installations and services ina professional and workmanlike manner consistent with the generally accepted industry standards.

12. Disclaimer of Warranties. EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 11 AUTOMATION ARTS MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES OR EQUIPMENT, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

Section V. Item #14.

- PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT AUTOMATION ARTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL AUTOMATION ARTS' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID TO AUTOMATION ARTS FOR THE SERVICES AND EQUIPMENT.
- **14. Indemnification**. Customer shall defend, indemnify and hold harmless Automation Arts, its subsidiaries, affiliates, successors or assigns and its respective members, managers, and employees and Automation Arts' customers against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder arising out of or related to the Customer's negligence, willful misconduct, or breach of any provision of this Agreement
- **15. Termination**. In addition to any remedies under this Agreement, Automation Arts may terminate this Agreement with immediate effect upon written notice to Customer, if Customer: (i) fails to pay any amount when due under this Agreement; (ii) has not otherwise performed or complied with any of the terms of this Agreement, in whole or in part; or (iii) ceases to do business or becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.
- **16. Insurance**. During the term of this Agreement, Automation Arts shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) with financially sound and reputable insurers.
- **17. Waiver**. No waiver by Automation Arts of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Automation Arts. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- **18. Force Majeure**. Automation Arts shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Automation Arts including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.
- **19. Assignment.** Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Automation Arts. Any purported assignment or delegation in violation of this Section is void. No assignment or delegation relieves Customer of any of its obligations under this Agreement.
- **20. Relationship of the Parties**. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
- **21. No Third-Party Beneficiaries**. Except as set forth in Section 14, this Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

Section V. Item #14.

- 22. Governing Law; Jurisdiction. All matters arising out of or relating to this Agreement are governed by in accordance with the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Wisconsin. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be exclusively instituted in the courts of the State of Wisconsin in each case located in the City of Milwaukee and County of Milwaukee, and each party irrevocably submits to the jurisdiction of such courts in any such suit, action or proceeding.
- 23. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth in the Proposal or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or e-mail (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (i) upon receipt of the receiving party, and (ii) if the party giving the Notice has complied with the requirements of this Section.
- **24. Severability**. If any term or provision of this Agreement is invalid or unenforceable in any jurisdiction, that shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- **25. Survival**. Provisions of these Terms, which by their nature should survive and apply beyond their terms, will remain in force after any termination or expiration of this Agreement.
- **26. Waiver of Jury Trial**. ANY DISPUTE THAT MAY ARISE UNDER THESE TERMS AND CONDITIONS, YOUR ORDER, OR THE SERVICES IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, CUSTOMER AND AUTOMATION ARTS IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT WE MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THESE TERMS, THIS AGREEMENT, OR THE SERVICES.
- **27. Amendment and Modification**. This Agreement may be amended or modified only by written amendment by an authorized representative of each party.

Payment Schedule	Amount	Due Date
Deposit	\$18,050.29	
Progress	\$9,025.14	
Final	\$9,025.14	

^{**}Sales tax is not included in this proposal. Taxes, if required, will be reflected on the final billing for this project.

Client: Barry Hottmann	Date:
Contractor: Automation Arts	Date:



PIEPER ELECTRIC, INC. | Our People Are Our Power

Date: 8/27/2025

To: Daniels Construction

919 Applegate Rd. Madison, WI 53713

Re: Dodgeville Administration Building - Low Voltage RFP

Attn: Gabby Recob

Pieper Electric, Inc. is pleased to provide the following quote for the above project.

Our lump sum <u>Electrical</u> Quote is ________\$38,215.00

Our Quote is based on the following:

- On site meeting 8/12/25.
- Free aired cabling.
- * AV cabling or rough-ins outside of current scope of work is not included.
- Electrical installation per 2017 National Electrical Code.
- * Reaching mutually agreeable contract terms and conditions between Daniels Construction and Pieper Electric.
- NOTICE: The contract amount shall change in instances where raw materials, equipment or component costs increase in an amount greater than five percent (5%) of the raw material, equipment or component price proposed at the time of the Seller's bid. Seller shall be entitled an escalation of raw material, equipment or component costs which shall be passed through to Buyer and/or Owner. In the case of a five percent (5%) or greater increase, the contract amount shall be increased proportionately to reflect the entire increase in the cost of raw materials, equipment or component costs. Buyer agrees to pay these escalated costs consistent with the terms above, and such costs shall be subject to an appropriate Change Order.

Scope of Electrical Work:

- Structured Cabling-
 - (83) Category 6, plenum-rated cables from data outlets, wireless access points, and cameras to
 - the MDF cabinet.
 - (83) Category 6 jacks for field termination of Category 6 cables.
 - Wall plates, floor box plates, and surface mount boxes as required to house jacks.
 - (2) Category 6, 48-port patch panels for MDF terminations.
 - (2) 2U horizontal wire managers.
 - Includes J-hooks, hardware, tape, labels, Velcro, and all other materials required for a complete and professional installation.
 - Inlcudes as-built drawing, test results and warranty.
 - Data rack installed by TC Networks
 - Includes data rough-ins to (4) additional locations not noted on drawings.
 - Based on (2) cables per location and (1) cable to each of the 6 WAP's
 - WAP's provided and installed by TC Networks.
 - Provide (2) dedicated 120V 20A double duplex receptacles on wall adjacent to data rack.
 - Install effectively grounded bus bar near data rack.

Cameras-

- Rough ins for (7) interior cameras, (4) Exterior cameras and (1) Exterior PTP
- Category 6 cabling to each camera.
- Headend camera equipment provided and installed by TC Networks.
- Camera install by TC Networks.



Access Control-

- Access control bundle cable, from card reader doors to MDF room. Termination by others.
- Cables to be coiled up above doors. TC Networks to install cabling in door frames and provide terminations.
- Access control panel and equipment provided and installed by TC Networks.
- Based on (6) access controlled door locations.
- Provide (5) conduit stub rough-ins for mullion mounted readers.
- Modifications to existing door frames not prepared for strikes are not included.
- Door hardware is not included.
- (1) 120V connection to access control panel power supply.
- Drawings, plan review, submittals or permits are not included.

We have included the following:

- Electrical work as shown and specified except as modified here-in.
- Electrical Permit Fee.

We have **not included** the following:

- Sales tax on material.
- Volume controls, cabling, or equipment.
- Sound Masking cabling or equipment.
- Card access equipment, or any door hardware.
- CCTV equipment.
- AV cabling or equipment.
- Tele/Data equipment or WAP's.
- Video surveillance equipment.
- Concrete cutting or removal.
- Conduit painting.

- 1 year warranty per contract from substantial completion date and letter with terms & conditions provided with closeout documentation.
- Drywall removal or repair.
- Access panels.
- Payment or Performance Bond.
- DBE, WBE, MBE, SBE utilization.
- Pieper Electric does not perform or conduct startup on any equipment provided by others.
 Pieper will assist the qualified start up tech for the equipment to verify that voltage and phase rotation is correct.

Information to Buyer: The parties agree any orders placed by Buyer for Seller to provide the Work detailed herein is limited to the Seller's Terms and Conditions of Sale as indicated in this Proposal and attached hereto, unless a formal agreement governing this transaction has been executed by the parties, in which case the formal agreement shall govern. Seller hereby objects to all Buyer's terms and conditions received by the Seller and/or issued by the Buyer.

If you have any questions or further requirements do not hesitate to contact me. Thank you for your consideration and the opportunity to quote this project.

Sincerely, Pieper Electric, Inc.	Note: This proposal is valid for 30 days
Luke Alexander	from date on listed at top of the proposal.
Phone: 608-416-3285	Date Accepted:
E-mail:luke.alexander@pieperpower.com	Ву:
REV: 10/6/2024	

PROJECT NAME: **Dodgeville Admin Building CHANGE ORDER #:** OWNER PROJECT #: N/A **CHANGE ORDER DATE:** 8/29/2025 Address: 410 E Leffler St DANIELS JOB #: 850 CONTRACT #: N/A CONTRACT DATE: 4/23/2025 To Owner: City of Dodgeville We hereby agree to make the change(s) specified below: Low Voltage work not included in project scope for Phase 1 and Phase 2 as needed per coordination with Owner's IT, Security, and A/V needs. THE CONTRACT IS CHANGED AS FOLLOWS: (Include, where applicable, any undisputed amount attributable to previously executed construction change directives) 2,834,235.00 The original Price was The net change by previously authorized Change Orders The Price prior to this Change Order was 2,834,235.00 The Price will be increased by this Change Order in the amount of 51,708.00 The new Price including this Change Order will be 2,885,943.00 The Contract Time will be increased by CALENDAR DAYS The date of Substantial Completion as of the date of this Change Order therefore is NOTE: This Change Order does not include changes in the Price or Schedule which have been authorized by any construction change directive until the cost and time have been agreed upon by both Owner and Contractor, in which case a Change Order is executed to supersede the construction change directive. NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER. Joe Daniels Construction Co., Inc. CONTRACTOR (firm name) ARCHITECT (firm name) **OWNER (firm name)** 919 Applegate Rd., Madison, WI 53713 **ADDRESS ADDRESS ADDRESS** REVIEWED BY (Signature) **SUBMITTED BY (Signature)** APPROVED BY (Signature) Gabriella Recob (Typed Name) (Typed Name) (Typed Name) 8/29/2025

DATE

DATE

DATE

	Project Name:		Dodgeville Admin Building		CO #:	1
	Quantity	UOM	Material Type	Unit Price	Total	Credit
				\$0	\$0.00	
				\$0	\$0.00	
				\$0	\$0.00	
				\$0	\$0.00	
				\$0	\$0.00	
				\$0	\$0.00	
_				\$0	\$0.00	
Material				\$0	\$0.00	
te				\$0	\$0.00	
Ĕ				\$0	\$0.00	
				\$0	\$0.00	
				\$0	\$0.00	
				\$0	\$0.00	
				\$0	\$0.00	
			Sales Tax	0.0%	•	
			Material Cost		\$0.00	
			GC OH&Profit	7.5%	\$0.00	
			Material Total		\$0.00	

	Total	Crew Rate	Hours	Description	Crew Size	Labor Type	Total MH
	\$0.00	\$0.00				-	
	\$0.00	\$0.00				-	
	\$0.00	\$0.00				-	
or	\$0.00	\$0.00				-	0
abc	\$0.00	\$0.00				-	
Ľ	\$0.00	\$0.00				-	
	\$0.00	\$0.00				-	
	\$0.00			Cost			
	\$0.00	8%		GC OH&Profit			
	\$0.00			Total			

nt	Name	Hours	Rate	Cost	Total Eq. Hours
- ne			\$0.00	\$0.00	
rg -			\$0.00	\$0.00	0
융 -			\$0.00	\$0.00	0
Ш -			\$0.00	\$0.00	
•ඊ <u>-</u> ග			Cost	\$0.00	
0		GC O	H&Profit	\$0.00	7.5%
L ₀			Total	\$0.00	

	Name	Trade/Specialty	Cost	
	Pieper Electric	Electrical / Low Voltage Phase 1	\$9,442.00	
	Pieper Electric	Electrical / Low Voltage Phase 2	\$38,215.00	
ors				
Subcontractors				
) 				
Su				
		Cost	\$47,657.00	
		Subcontractor Markup	\$3,574.28	7.50%
		Total	\$51,231.28	

	Cost Summary		Tota	ls Summary		
	Material	\$0.00	Cost	\$47,657.00		
>	Labor	\$0.00	Sub Markup	\$3,574.28	7.5%	
naı	Equipment	\$0.00	GC OH&P	\$0.00	7.5%	
Summar	Subcontractors	\$47,657.00	Bond	\$476.57	1.00%	
Su	Total Cost:	\$47,657.00	Total CO:	\$51,707.85		
			\$5	\$51,708.00		



CHANGE ORDER JOB NAME: Dodgeville Admin CHANGE ORDER NUMBER: 2 **Daniels Construction REVISION NUMER:** 919 Applegate Road Madison WI, 53713 DATE: 8/5/2025 JOB NO: CO00008660 Gabby Recob 13935 ATTENTION: CONTRACT NO: AMOUNT OF C/O: \$9,442 REGARDING YOUR REQUEST FOR QUOTATION: Dodgeville Admin Phase 1 Library structured cabling wiring. Installed data cabling, rack, terminations and demark extension for Phase 1 library. Work was requested by Gabby Recob on 6/18/25. Work was completed on a T&M basis. SUMMARY: A. LABOR \$1,404 **B. MATERIALS** \$473 C. EQUIPMENT/SUBCONTRACTS/MISC. \$7,565 \$9,442 **GRAND TOTAL** ADDITIONAL CALENDAR DAYS EXTENDED TO CONTRACT COMPLETION DATE: 0

TERMS: THIS AMOUNT ONLY COVERS THE DIRECT COSTS IN LABOR, MATERIALS, SUBCONTRACTS AND EQUIPMENT NECESSARY TO EXECUTE THE CHANGED WORK DESCRIBED IN THE PROPOSAL. AT THE PRESENT TIME, WE CANNOT ASSESS OR EVALUATE THE OVERALL IMPACT OF THE CHANGED WORK ON OUR ORIGINAL CONTRACT SCOPE OF WORK. WE THEREBY RESERVE OUR RIGHTS TO CLAIM FOR ANY INDIRECT COSTS WHICH MAY ARISE IN THE FUTURE AS A RESULT OF DELAYS TO THE WORK, OUT OF SEQUENCE WORK, INEFFICIENCIES, EXTENDED CONTRACT COMPLETION, LABOR AND MATERIAL ESCALATION AND/OR ACCELERATION AND EXTENDED WARRANTIES.

PARTIES ARE AWARE THAT THE CORONAVIRUS COVID-19 ("OUTBREAK") WAS DECLARED A PANDEMIC BY THE WORLD HEALTH ORGANIZATION ON MARCH 11, 2020. THIS OUTBREAK MAY OR MAY NOT IMPACT THE NORMAL EXECUTION AND PERFORMANCE OF THIS CHANGE ORDER. SHOULD THERE BE AN IMPACT TO PERFORMANCE OF THIS CHANGE ORDER THE PARTIES AGREE THAT PIEPER ELECTRIC IS ENTITLED TO A REASONABLE EXTENSION OF TIME REPRESENTING THE IMPACT OF THE OUTBREAK ON ITS PERFORMANCE OR DELIVERY OBLIGATION OF THIS CHANGE OF WORK AND SHALL HAVE NO LIABILITIES OF DAMAGES TO THE CONTRACTOR WHETHER ARISING OUT OR IN CONNECTION WITH THE OUTBREAK. CONTRACTOR AGREES THAT BY ISSUING A FORMAL ACCEPTANCE OF THE CHANGE ORDER TO PIEPER ELECTRIC THAT THE CONTRACTOR UNDERSTANDS AND HAS ACCEPTED THE TERMS OF THIS CHANGE ORDER.



PIEPER ELECTRIC, INC. | Our People Are Our Power

Date: 8/27/2025

To: Daniels Construction

919 Applegate Rd. Madison, WI 53713

Re: Dodgeville Administration Building - Low Voltage RFP

Attn: Gabby Recob

Pieper Electric, Inc. is pleased to provide the following quote for the above project.

Our lump sum <u>Electrical</u> Quote is ________\$38,215.00

Our Quote is based on the following:

- On site meeting 8/12/25.
- Free aired cabling.
- * AV cabling or rough-ins outside of current scope of work is not included.
- Electrical installation per 2017 National Electrical Code.
- * Reaching mutually agreeable contract terms and conditions between Daniels Construction and Pieper Electric.
- NOTICE: The contract amount shall change in instances where raw materials, equipment or component costs increase in an amount greater than five percent (5%) of the raw material, equipment or component price proposed at the time of the Seller's bid. Seller shall be entitled an escalation of raw material, equipment or component costs which shall be passed through to Buyer and/or Owner. In the case of a five percent (5%) or greater increase, the contract amount shall be increased proportionately to reflect the entire increase in the cost of raw materials, equipment or component costs. Buyer agrees to pay these escalated costs consistent with the terms above, and such costs shall be subject to an appropriate Change Order.

Scope of Electrical Work:

- Structured Cabling-
 - (83) Category 6, plenum-rated cables from data outlets, wireless access points, and cameras to
 - the MDF cabinet.
 - (83) Category 6 jacks for field termination of Category 6 cables.
 - Wall plates, floor box plates, and surface mount boxes as required to house jacks.
 - (2) Category 6, 48-port patch panels for MDF terminations.
 - (2) 2U horizontal wire managers.
 - Includes J-hooks, hardware, tape, labels, Velcro, and all other materials required for a complete and professional installation.
 - Inlcudes as-built drawing, test results and warranty.
 - Data rack installed by TC Networks
 - Includes data rough-ins to (4) additional locations not noted on drawings.
 - Based on (2) cables per location and (1) cable to each of the 6 WAP's
 - WAP's provided and installed by TC Networks.
 - Provide (2) dedicated 120V 20A double duplex receptacles on wall adjacent to data rack.
 - Install effectively grounded bus bar near data rack.

Cameras-

- Rough ins for (7) interior cameras, (4) Exterior cameras and (1) Exterior PTP
- Category 6 cabling to each camera.
- Headend camera equipment provided and installed by TC Networks.
- Camera install by TC Networks.



Access Control-

- Access control bundle cable, from card reader doors to MDF room. Termination by others.
- Cables to be coiled up above doors. TC Networks to install cabling in door frames and provide terminations.
- Access control panel and equipment provided and installed by TC Networks.
- Based on (6) access controlled door locations.
- Provide (5) conduit stub rough-ins for mullion mounted readers.
- Modifications to existing door frames not prepared for strikes are not included.
- Door hardware is not included.
- (1) 120V connection to access control panel power supply.
- Drawings, plan review, submittals or permits are not included.

We have included the following:

- Electrical work as shown and specified except as modified here-in.
- Electrical Permit Fee.

We have **not included** the following:

- Sales tax on material.
- Volume controls, cabling, or equipment.
- Sound Masking cabling or equipment.
- Card access equipment, or any door hardware.
- CCTV equipment.
- AV cabling or equipment.
- Tele/Data equipment or WAP's.
- Video surveillance equipment.
- Concrete cutting or removal.
- Conduit painting.

- 1 year warranty per contract from substantial completion date and letter with terms & conditions provided with closeout documentation.
- Drywall removal or repair.
- Access panels.
- Payment or Performance Bond.
- DBE, WBE, MBE, SBE utilization.
- Pieper Electric does not perform or conduct startup on any equipment provided by others.
 Pieper will assist the qualified start up tech for the equipment to verify that voltage and phase rotation is correct.

Information to Buyer: The parties agree any orders placed by Buyer for Seller to provide the Work detailed herein is limited to the Seller's Terms and Conditions of Sale as indicated in this Proposal and attached hereto, unless a formal agreement governing this transaction has been executed by the parties, in which case the formal agreement shall govern. Seller hereby objects to all Buyer's terms and conditions received by the Seller and/or issued by the Buyer.

If you have any questions or further requirements do not hesitate to contact me. Thank you for your consideration and the opportunity to quote this project.

Pieper Electric, Inc.	Note: This proposal is valid for 30 days
Luke Alexander	from date on listed at top of the proposal.
Phone: 608-416-3285	Date Accepted:
E-mail:luke.alexander@pieperpower.com	Ву:
REV: 10/6/2024	

Summary

Bond 1%

Summary	
Project Name: Dodgeville Admin Building Phase 1	RFI Number:
Project Location: Dodgeville, WI	CB Number:
Project Number: 850	FO Number:
Contractor: Joe Daniels Construction	
Date: 8/20/25	Damaged Piping Repairs
Total labor hours	0
Labor costs	-
Materials cost	\$ -
Large tool and equipment costs	\$ -
Wisconsin sales tax (Materials Only) N/A	\$0.00
Subtotal	\$ -
7.5% Construction Fee	\$0.00
Total contractor costs with markup	\$0.00
Subcontractor costs	\$ 10,334.00
7.5% Construction Fee	\$516.70
Total Subcontractor cost with markup	\$10,850.70

Total change cost \$10,959.21

\$108.51

Subcontractors COR-01

Project Name: Dodgeville Admin Building Phase 1
Project Location: Dodgeville, WI
Project Number: 850
Contractor: Joe Daniels Construction

RFI Number:
CB Number:
FO Number:

Date: 8/20/25

Name	Trade or Specialty		Cost
JF Ahern	Repair of 5 specified locations	\$	9,615.00
JF Ahern	Dedicated Inspection Trip	\$ \$	719.00

Total Costs This Sheet \$ 10,334.00





August 21, 2025

RE: Dodgeville Admin Building Ph 2
Ahern Job #8863 - Change Order #: 5
Customer Contract #: 850
CO#05 Exisiting Piping Repair

Dear Gabby:

We submit the sum of \$9,615 for performance of additional work at the above-referenced facility as detailed hereunder:

- Cut out and replace damaged/leaking fittings at the agreed-upon locations.
- System will be pressurized-tested after repairs.
- If pressure cannot be held, all parties will reconvene to determine next steps.
- Repairs limited to five specified locations. No warranty provided for the rest of the existing piping.

This proposal only covers the direct costs of labor, materials, and equipment to execute the changed work described in the proposal.

At the present time, we cannot assess or evaluate the overall impact of the changed work on our original scope of work.

We thereby reserve our rights to claim for any indirect costs which may arise in the future as a result of delays to the work, out of sequence work, inefficiencies, extended contract completion, labor and material escalation and / or acceleration and extended warranties.

Sincerely,

J. F. Ahern Co.

Jonathon Levelius Project Manager

Enclosures





August 21, 2025

DeForest, WI 53532 main 608.216.0283 if a hern.com

RE: Dodgeville Admin Building Ph 2
Ahern Job #8863 - Change Order #: 6
Customer Contract #: 850
CO#06 Existing Plping Inspect.

Dear Gabby:

We submit the sum of \$719.00 for performance of additional work at the above referenced facility as detailed hereunder:

- Includes a dedicated trip to the site to visually inspect the existing piping.
- Focus will be on the five discussed areas and any visibly leaking, damaged, or uninsulated piping.
- Any areas found to be compromised will be documented for review.
- Reinsulation of additional areas is not included and will be priced separately if needed.
- All parties expected to be present to review the five leak locations and decide how to proceed.

This proposal only covers the direct costs of labor, materials, and equipment to execute the changed work described in the proposal.

At the present time, we cannot assess or evaluate the overall impact of the changed work on our original scope of work.

We thereby reserve our rights to claim for any indirect costs which may arise in the future as a result of delays to the work, out of sequence work, inefficiencies, extended contract completion, labor and material escalation and / or acceleration and extended warranties.

Sincerely,

J. F. Ahern Co.

Jonathon Levelius Project Manager

Enclosures

PROJECT NAME:		Dodgeville Admin Building	CHANGE ORDER #:	1
OWNER PROJECT #:		N/A	CHANGE ORDER DATE:	8/29/2025
Address:		410 E Leffler St	DANIELS JOB #:	850
	DANIE		CONTRACT #:	N/A
	DANIE	LO	CONTRACT DATE:	4/23/2025
	CONSTRUCTION	ON		
To Owner:		City of Dodgeville		

We hereby agree to make the change(s) specified below:

- Cut out and replace damaged/leaking fittings at the agreed-upon locations.
 - System will be pressurized-tested after repairs.
- If pressure cannot be held, all parties will reconvene to determine next steps.
- Repairs limited to five specified locations. No warranty provided for the rest of the existing piping.

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed construction change directives)

The original Price was

The net change by previously authorized Change Orders

The Price prior to this Change Order was

The Price will be increased by this Change Order in the amount of

The new Price including this Change Order will be

The Contract Time will be increased by

The date of Substantial Completion as of the date of this Change Order therefore is

Ş	2,834,235.00
\$	-
\$	2,834,235.00
\$	22,560.00
\$	2,856,795.00
	10
	26-Sep

CALENDAR DAYS

NOTE: This Change Order does not include changes in the Price or Schedule which have been authorized by any construction change directive until the cost and time have been agreed upon by both Owner and Contractor, in which case a Change Order is executed to supersede the construction change directive.

NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER.

Joe Daniels Construction Co., Inc.		
CONTRACTOR (firm name)	ARCHITECT (firm name)	OWNER (firm name)
19 Applegate Rd., Madison, WI 53713		
ADDRESS	ADDRESS	ADDRESS
SUBMITTED BY (Signature)	REVIEWED BY (Signature)	APPROVED BY (Signature)
Gabriella Recob		
(Typed Name)	(Typed Name)	(Typed Name)
8/29/2025	T	
DATE	DATE	DATE

	Project Name:		Dodgeville Admin Building		CO #:	1
	Quantity	UOM	Material Type	Unit Price	Total	Credit
				\$0	\$0.00	
				\$0	\$0.00	
				\$0	\$0.00	
				\$0	\$0.00	
				\$0	\$0.00	
				\$0	\$0.00	
				\$0	\$0.00	
Material				\$0	\$0.00	
ite				\$0	\$0.00	
Ma				\$0	\$0.00	
				\$0	\$0.00	
				\$0	\$0.00	
				\$0	\$0.00	
				\$0	\$0.00	
			Sales Tax	0.0%	\$0.00	
			Material Cost		\$0.00	
			GC OH&Profit	7.5%	\$0.00	
			Material Total		\$0.00	

	Total	Crew Rate	Hours	Description	Crew Size	Labor Type	Total MH
	\$10,400.00	\$130.00	80	Supervision for Added Calendar Days	1	Supervisor	
	\$0.00	\$0.00				-	
	\$0.00	\$0.00				-	
r	\$0.00	\$0.00				-	80
abor	\$0.00	\$0.00				-	
Ľ	\$0.00	\$0.00				-	
	\$0.00	\$0.00				-	
	\$10,400.00			Cost			
	\$843.24	8%		GC OH&Profit			
	\$11,243.24			Total			

nt	Name	Hours	Rate	Cost	Total Eq. Hours
- ne			\$0.00	\$0.00	
.ם -			\$0.00	\$0.00	1
nb -			\$0.00	\$0.00	· ·
Ш -			\$0.00	\$0.00	
•ර <u>-</u> ග			Cost	\$0.00	
sloc		GC O	H&Profit	\$0.00	7.5%
2			Total	\$0.00	

	Name	Trade/Specialty	Cost	
	JF Ahern	Repair of 5 Specified Leaking Locations	\$9,615.00	
	JF Ahern	Inspection Trip	\$719.00	
ors				
Subcontractors				
ntr				
) pc				
Su				
		Cost	\$10,334.00	
		Subcontractor Markup	\$775.05	7.50%
		Total	\$11,109.05	

	Cost Summary		Tota	als Summary	
	Material	\$0.00	Cost	\$20,734.00	
>	Labor	\$10,400.00	Sub Markup	\$775.05	7.5%
nar	Equipment	\$0.00	GC OH&P	\$843.24	7.5%
Ē	Subcontractors	\$10,334.00	Bond	\$207.34	1.00%
Sul	Total Cost:	\$20,734.00	Total CO:	\$22,559.63	
			\$2	22,560.00	

DeForest, WI 53532 main 608.216.0283





August 21, 2025

jfahern.com

RE: Dodgeville Admin Building Ph 2
Ahern Job #8863 - Change Order #: 5
Customer Contract #: 850
CO#05 Exisitng Piping Repair

Dear Gabby:

We submit the sum of \$9,615 for performance of additional work at the above-referenced facility as detailed hereunder:

- Cut out and replace damaged/leaking fittings at the agreed-upon locations.
- System will be pressurized-tested after repairs.
- If pressure cannot be held, all parties will reconvene to determine next steps.
- Repairs limited to five specified locations. No warranty provided for the rest of the existing piping.

Nine Thousand Six Hundred Fifteen Dollars......\$9,615.00

This proposal only covers the direct costs of labor, materials, and equipment to execute the changed work described in the proposal.

At the present time, we cannot assess or evaluate the overall impact of the changed work on our original scope of work.

We thereby reserve our rights to claim for any indirect costs which may arise in the future as a result of delays to the work, out of sequence work, inefficiencies, extended contract completion, labor and material escalation and / or acceleration and extended warranties.

Sincerely,

J. F. Ahern Co.

Jonathon Levelius Project Manager

Enclosures



August 21, 2025

DeForest, WI 53532 main 608.216.0283 if a hern.com

RE: Dodgeville Admin Building Ph 2
Ahern Job #8863 - Change Order #: 6
Customer Contract #: 850
CO#06 Existing Plping Inspect.

Dear Gabby:

We submit the sum of \$719.00 for performance of additional work at the above referenced facility as detailed hereunder:

- Includes a dedicated trip to the site to visually inspect the existing piping.
- Focus will be on the five discussed areas and any visibly leaking, damaged, or uninsulated piping.
- Any areas found to be compromised will be documented for review.
- Reinsulation of additional areas is not included and will be priced separately if needed.
- All parties expected to be present to review the five leak locations and decide how to proceed.

This proposal only covers the direct costs of labor, materials, and equipment to execute the changed work described in the proposal.

At the present time, we cannot assess or evaluate the overall impact of the changed work on our original scope of work.

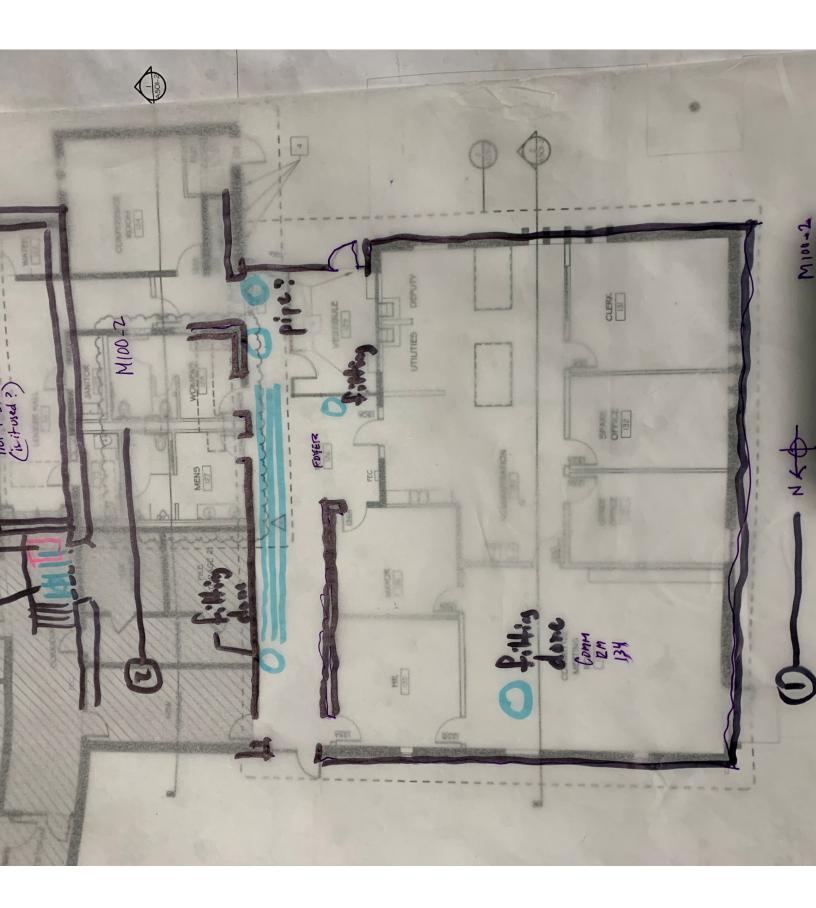
We thereby reserve our rights to claim for any indirect costs which may arise in the future as a result of delays to the work, out of sequence work, inefficiencies, extended contract completion, labor and material escalation and / or acceleration and extended warranties.

Sincerely,

J. F. Ahern Co.

Jonathon Levelius Project Manager

Enclosures



Summary

Total change cost

Project Name: Dodgeville Admin Building Phase 1	RFI Number:
Project Location: Dodgeville, WI	CB Number:
Project Number: 850	FO Number:
Contractor: Joe Daniels Construction	
Date: 8/26/25	Replacement of existing piping

Total labor hours	0
Labor costs	\$ -
Materials cost	\$ -
Large tool and equipment costs	\$ -
Wisconsin sales tax (Materials Only) N/A	\$0.00
Subtotal	\$ -
7.5% Construction Fee	\$0.00
Total contractor costs with markup	\$0.00
Subcontractor costs	\$ 64,678.00
7.5% Construction Fee	\$3,233.90
Total Subcontractor cost with markup	\$67,911.90
Bond 1%	\$679.12

\$68,591.02

Subcontractors COR-01

Project Name: Dodgeville Admin Building Phase 1
Project Location: Dodgeville, WI
Project Number: 850
Contractor: Joe Daniels Construction

RFI Number:
CB Number:
FO Number:

Date: 8/20/25

Name	Trade or Specialty	Cost
JF Ahern	Mechanical	\$ 64,678.00

Total Costs This Sheet \$ 64,678.00

3821

DeForest, WI 53532 main 608.216.0283

ifahern.com



August 26, 2025

RE: Dodgeville Admin Building Ph 2
Ahern Job #8863 - Change Order #: 7
Customer Contract #: 850
CO#07 Replace Existing Piping

Dear Gabby:

We submit the sum of \$64,678.00 for performance of additional work at the above-referenced facility as detailed hereunder:

The scope of work includes replacing existing piping associated with the system tied into during Phase 2 of the Dodgeville Administrative Building project. This scope specifically excludes any piping connected to newer loops or systems installed during Phase 1, as clarified in the marked-up layout. Current observations indicate that no existing piping loops remain in the Phase 1 areas.

- Replace all identified piping with copper tube.
- Reuse existing hangers where feasible.
- Install pipe labels and insulation on all new piping.
- Flush and clean the new piping thoroughly.
- Replace all piping back to newly installed isolation valves.
- Floor protection will be provided by others.
- Grid and tile installation must be placed on hold until piping replacement is complete.
- Painting is recommended to be delayed until piping work is finished.
- Patching of affected areas will be handled by others.
- Includes piping replacement in the bathroom area, with ceiling removal required for access.
- o A deduct of \$7,118.00 is available if the bathroom piping is left as-is and not replaced.

Sixty-Four Thousand Six Hundred Seventy-Eight Dollars\$64,678.00

This proposal only covers the direct costs of labor, materials and equipment to execute the changed work described in the proposal.

At the present time, we cannot assess or evaluate the overall impact of the changed work on our original scope of work.





DeForest, WI 53532 main 608.216.0283 j f a h e r n . c o m

We thereby reserve our rights to claim for any indirect costs which may arise in the future as a result of delays to the work, out of sequence work, inefficiencies, extended contract completion, labor and material escalation and / or acceleration and extended warranties.

Sincerely,

J. F. Ahern Co.

Jonathon Levelius Project Manager

PROJECT NAME:
OWNER PROJECT #:
Address:

Dodgeville Admin Building

N/A

CHANGE ORDER D

410 E Leffler St

DANIELS JOB #:

CONTRACT #:

 CHANGE ORDER #:
 1

 CHANGE ORDER DATE:
 8/29/2025

 DANIELS JOB #:
 850

 CONTRACT #:
 N/A

 CONTRACT DATE:
 4/23/2025

DANIELS

To Owner:

City of Dodgeville

We hereby agree to make the change(s) specified below:

The scope of work includes replacing existing piping associated with the system tied into during Phase 2 of the Dodgeville Administrative Building project. This scope specifically excludes any piping connected to newer loops or systems installed during Phase 1, as clarified in the marked-up layout. Current observations indicate that no existing piping loops remain in the Phase 1 areas.

- Replace all identified piping with copper tube.
 - · Reuse existing hangers where feasible.
- Install pipe labels and insulation on all new piping.
 - Flush and clean the new piping thoroughly.
- Replace all piping back to newly installed isolation valves.
 - Floor protection will be provided by others.
- Grid and tile installation must be placed on hold until piping replacement is complete.
 - Painting is recommended to be delayed until piping work is finished.
 - Patching of affected areas will be handled by others.
- Includes piping replacement in the bathroom area, with ceiling removal required for access.
 - o A deduct of \$7,118.00 is available if the bathroom piping is left as-is and not replaced.

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed construction change directives)

The original Price was

The net change by previously authorized Change Orders

The Price prior to this Change Order was

The Price will be increased by this Change Order in the amount of

The new Price including this Change Order will be

The Contract Time will be increased by

The date of Substantial Completion as of the date of this Change Order therefore is

\$ 2,834,235.00	
\$ -	
\$ 2,834,235.00	
\$ 81,523.00	
\$ 2,915,758.00	
15	C
3-0ct	

CALENDAR DAYS

NOTE: This Change Order does not include changes in the Price or Schedule which have been authorized by any construction change directive until the cost and time have been agreed upon by both Owner and Contractor, in which case a Change Order is executed to supersede the construction change directive.

NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER.

Joe Daniels Construction Co., Inc.		
CONTRACTOR (firm name)	ARCHITECT (firm name)	OWNER (firm name)
919 Applegate Rd., Madison, WI 53713		
ADDRESS	ADDRESS	ADDRESS
SUBMITTED BY (Signature)	REVIEWED BY (Signature)	APPROVED BY (Signature)
Gabriella Recob		
(Typed Name)	(Typed Name)	(Typed Name)
8/29/2025		
DATE	DATE	DATE

	Project Name:		Dodgeville Admin Building		CO #:	1
	Quantity	UOM	Material Type	Unit Price	Total	Credit
				\$0	\$0.00	
				\$0	\$0.00	
				\$0	\$0.00	
				\$0	\$0.00	
				\$0	\$0.00	
				\$0	\$0.00	
_				\$0	\$0.00	
Material				\$0	\$0.00	
ite				\$0	\$0.00	
Ma				\$0	\$0.00	
				\$0	\$0.00	
				\$0	\$0.00	
				\$0	\$0.00	
				\$0	\$0.00	
			Sales Tax	0.0%	\$0.00	
			Material Cost		\$0.00	
			GC OH&Profit	7.5%	\$0.00	
			Material Total		\$0.00	

	Total	Crew Rate	Hours	Description	Crew Size	Labor Type	Total MH
	\$10,400.00	\$130.00	80	Supervision for Added Calendar Days	1	Supervisor	
	\$0.00	\$0.00				-	
	\$0.00	\$0.00				-	
_	\$0.00	\$0.00				-	80
abor	\$0.00	\$0.00				-	
ت	\$0.00	\$0.00				-	
	\$0.00	\$0.00				-	
	\$10,400.00			Cost			
	\$843.24	7.5%	•	GC OH&Profit			
	\$11,243.24			Total			

nt	Name	Hours	Rate	Cost	Total Eq. Hours
ne -			\$0.00	\$0.00	
rd in			\$0.00	\$0.00	_
nb -			\$0.00	\$0.00	0
Ш -			\$0.00	\$0.00	
ە «			Cost	\$0.00	
sloo		GC O	H&Profit	\$0.00	7.5%
2			Total	\$0.00	

	Name	Trade/Specialty	Cost
	JF Ahern	Replacement of Existing Piping Associated with System tied into Phase 2	\$64,678.00
્ર			
Subcontractors			
ontre			
npo			
S			
		Cost	\$64,678.00
		Subcontractor Markup	\$4,850.85 7.50%
		Total	\$69,528.85

			\$	81,523.00	
Su	Total Cost:	\$75,078.00	Total CO:	\$81,522.87	
Ē	Subcontractors	\$64,678.00	Bond	\$750.78	1.00%
mar	Equipment	\$0.00	GC OH&P	\$843.24	7.5%
>	Labor	\$10,400.00	Sub Markup	\$4,850.85	7.5%
	Material	\$0.00	Cost	\$75,078.00	
	Cost Summary		Tot	als Summary	



DeForest, WI 53532 main 608.216.0283

ifahern.com



August 26, 2025

RE: Dodgeville Admin Building Ph 2
Ahern Job #8863 - Change Order #: 7
Customer Contract #: 850
CO#07 Replace Existing Piping

Dear Gabby:

We submit the sum of \$64,678.00 for performance of additional work at the above-referenced facility as detailed hereunder:

The scope of work includes replacing existing piping associated with the system tied into during Phase 2 of the Dodgeville Administrative Building project. This scope specifically excludes any piping connected to newer loops or systems installed during Phase 1, as clarified in the marked-up layout. Current observations indicate that no existing piping loops remain in the Phase 1 areas.

- Replace all identified piping with copper tube.
- Reuse existing hangers where feasible.
- Install pipe labels and insulation on all new piping.
- Flush and clean the new piping thoroughly.
- Replace all piping back to newly installed isolation valves.
- Floor protection will be provided by others.
- Grid and tile installation must be placed on hold until piping replacement is complete.
- Painting is recommended to be delayed until piping work is finished.
- Patching of affected areas will be handled by others.
- Includes piping replacement in the bathroom area, with ceiling removal required for access.
- o A deduct of \$7,118.00 is available if the bathroom piping is left as-is and not replaced.

Sixty-Four Thousand Six Hundred Seventy-Eight Dollars\$64,678.00

This proposal only covers the direct costs of labor, materials and equipment to execute the changed work described in the proposal.

At the present time, we cannot assess or evaluate the overall impact of the changed work on our original scope of work.



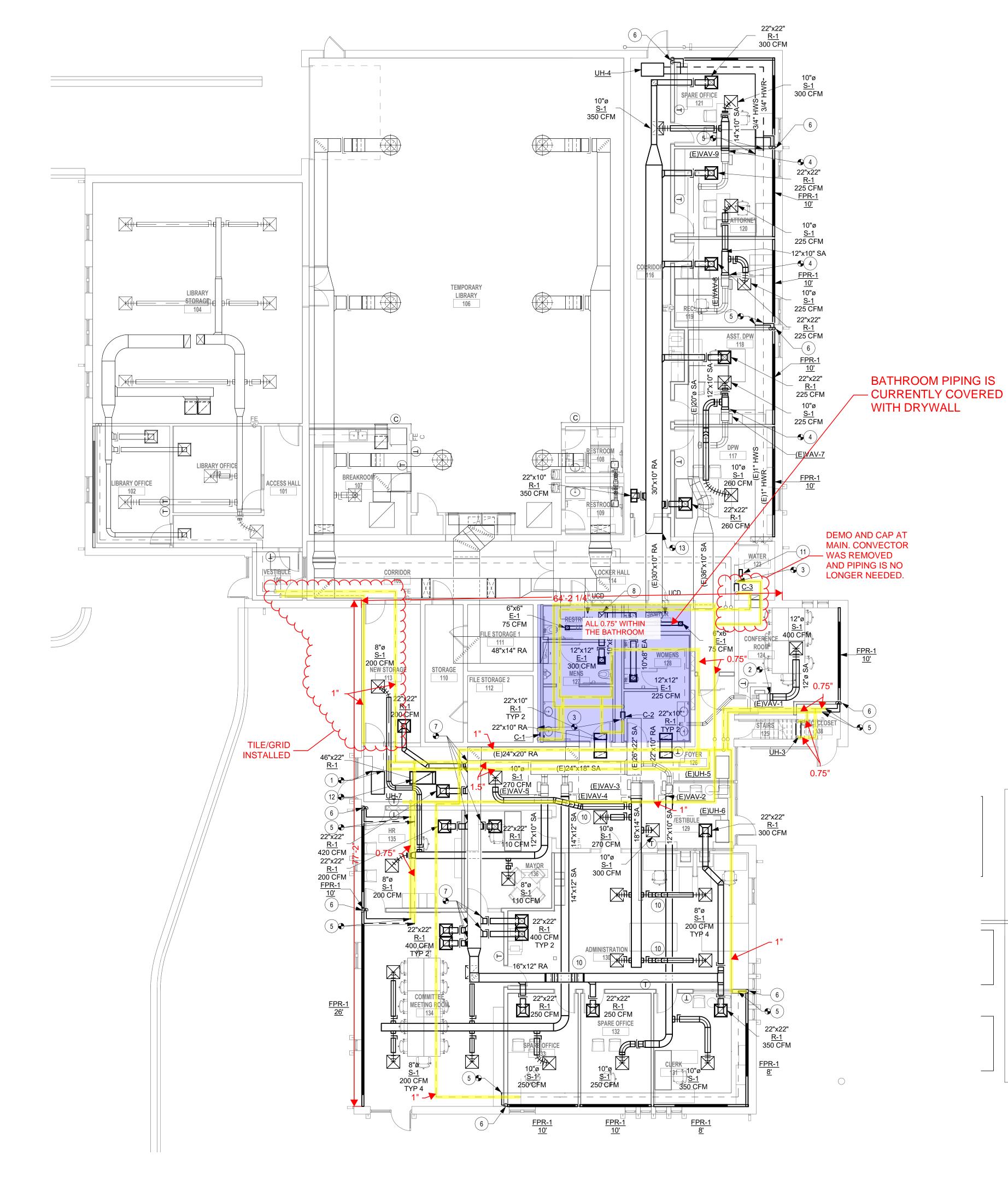
DeForest, WI 53532 main 608.216.0283 j f a h e r n . c o m

We thereby reserve our rights to claim for any indirect costs which may arise in the future as a result of delays to the work, out of sequence work, inefficiencies, extended contract completion, labor and material escalation and / or acceleration and extended warranties.

Sincerely,

J. F. Ahern Co.

Jonathon Levelius Project Manager



EXAMPLE ADAPTERS 19*24* EA - PARTING ROIL TOS EMPLY EMP





GENERAL NOTES

- A. EXISTING CONDITIONS ARE BASED ON BEST AVAILABLE DRAWINGS AND FIELD VERIFICATION. CONTRACTOR TO INFORM ENGINEER OF ANY DIFFERENCES TO WHAT IS SHOWN ON THE
- B. RETURN DUCT RUNOUTS SHALL BE SIZED PER THE FOLLOWING. PROVIDE A SMOOTH TRANSITION FROM DUCT SIZE TO 22X22 NECK.
 a. 0-200 CFM 8X8
 b. 201-420 CFM 10X10
- c. 421-680 CFM 12X12
 C. PROVIDE WALL TO WALL ENCLOSURE FOR ALL FINNED TUBE. PROVIDE ACTIVE ELEMENT
- D. PROVIDE REMOTE BALANCE DAMPERS WHERE BALANCE DAMPERS ARE LOCATED IN INACCESSIBLE AREAS.

KEYED NOTES (#):

- CONNECT NEW CABINET UNIT HEATER TO EXISTING 3/4" RUNOUTS.
 CONNECT NEW 12"Ø SUPPLY DUCT TO EXISTING VAV BOX OUTLET.
- CONNECT NEW 12"Ø SUPPLY DUCT TO EXISTING VAV BOX OUT
 CONNECT NEW CONVECTOR TO EXISTING 3/4" RUNOUTS.
- CONNECT NEW DUCT TO EXISTING VAV BOX OUTLET.
 CONNECT NEW HWS/HWR PIPES TO EXISTING HWS/HWR PIPES.
- 6. 3/4" HWS/HWR DOWN IN WALL TO FINNED TUBE.
- CONNECT NEW RETURN DUCT TO EXISTING 24X20 RETURN DUCT.
 12X12 EXHAUST DUCT UP TO PENTHOUSE. SEE PENTHOUSE PLAN FOR CONTINUATION.
 CONNECT NEW 18X24 EXHAUST DUCT TO EXISTING EXHAUST LOUVER.
- 10. OFFSET DUCT UP INTO JOIST SPACE.11. RELOCATED ELECTRIC WALL HEATER.
- 12. CONNECT NEW RETURN GRILLE TO EXISTING RELIEF HOOD ON ROOF.
 13. CONNECT NEW 30X10 RETURN DUCT TO EXISTING 30X10 RETURN DUCT.

experience | architecture | design

ARCHITECTURAL DESIGN CONSULTANTS, INC.
30 Wisconsin Dells Parkway | P.O. Box 580
Lake Delton, WI 53940 | Phone: 608.254.6181

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EVISIONS ____ DATE

CITY OF DODGEVILLE

ADMINISTRATION
BUILDING - PHASE 2

DODGEVILLE, WI

MEW
CHECKED BY
SHH

SHH

DATE

03.28.2025

03.28.2025 **JOB NUMBER** 24-087B

BID SET | VOLUME

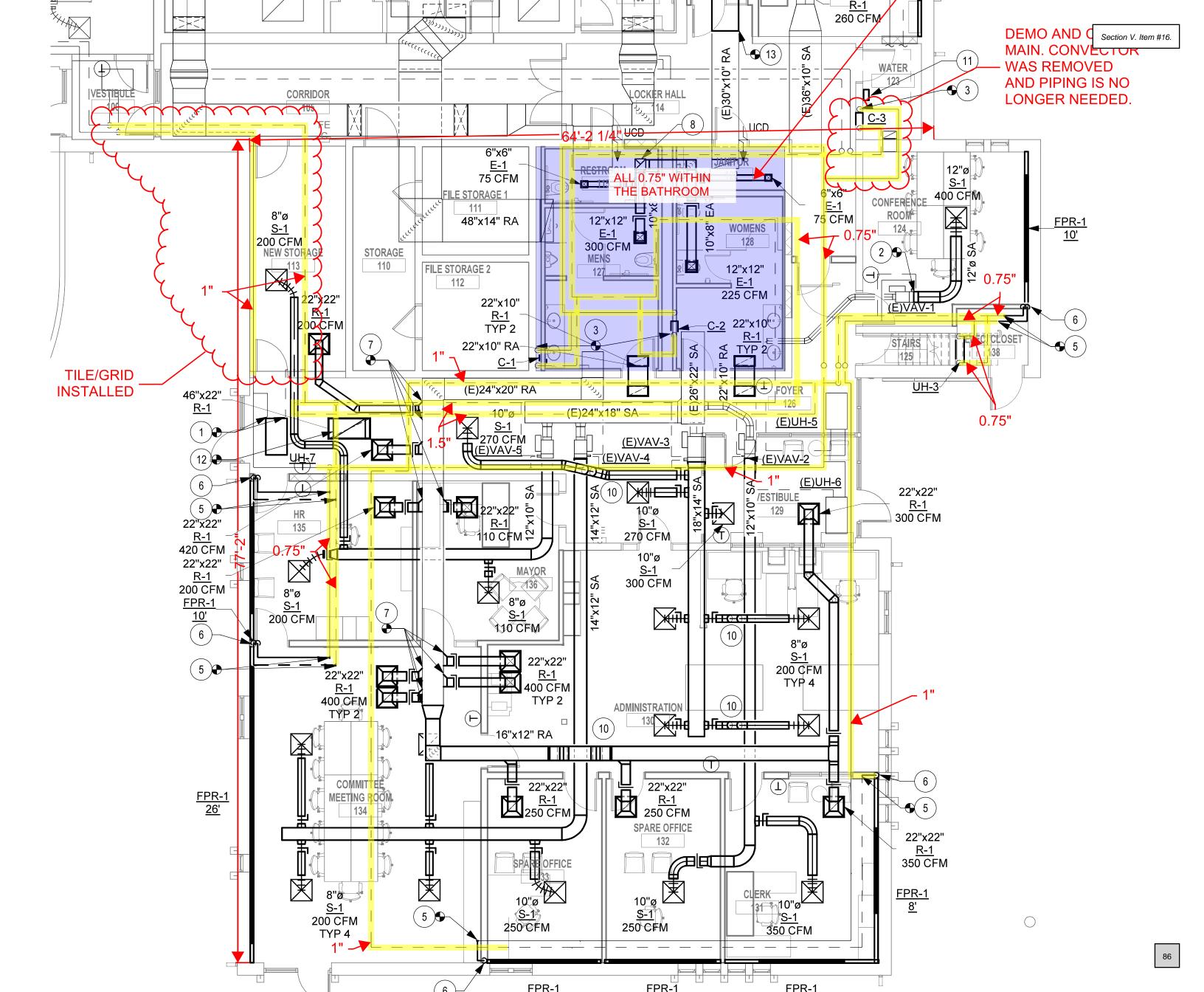
PHASE 2

SHEET NAME

MECHANICAL PLANS

T NUMBED

M100-2





CONTINGENCY USE AUTHORIZATION FORM DODGEVILLE ADMIN BUILDING – 850 410 E Leffler St. Dodgeville, WI 53533

Date: 8/25/2025

To: Barry Hottmann, City of Dodgeville

From: Daniels Construction

Subject: Contingency Use Authorization – Change Order Request

SECTION 1: PROJECT CONTINGENCY SUMMARY

Item	Amount
Original Contingency Balance	\$73,841.00
Approved Contingency Usage to Date	\$63,878.89
Pending Contingency Items (Not Yet Approved)	\$0.00
Amount This Request	\$795.78
Remaining Contingency Balance (Incl. Pending Items)	\$9,166.33

SECTION 2: CURRENT CHANGE ORDER REQUEST

Change Order Number: CO #18 Amount Requested: \$795.78

Description of Change:

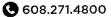
Drinking Fountain Shroud for Phase 2 Fountain per RFI #60

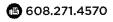
Impact (if any):

Schedule Impact: [Yes/No]
Other Considerations: N/A

SECTION 3: AUTHORIZATION

919 Applegate Road | Madison, WI 53713





DANIELS

EMPLOYEE-OWNED

By signing below, the Owner authorizes the use of project contingency funds in the amount of \$795.78 for the change order described above. Upon approval, this amount will be deducted from the current project contingency balance.

OWNER APPROVAL

Name: BARRY No HOTTMANN

Title: Mayor

Signature: Bassy N. Hollmann

Date: _

GC ACKNOWLEDGMENT

Name: Gabriella Recob

Title: Project Manager

Signature:

Date: _0<u>8/25/25</u>

919 Applegate Road | Madison, WI 53713

Opinion of Probable Cost 7/29/2025 Dodgeville City Hall City of Dodgeville

City of Dodgeville								
Bid								
Item								
Ref.		Unit of	Estimated					
No.	Description	Measure	Quantity		Unit Price		Item Total	
Street &	Sitework							
1	Mobilization, Performance & Payment Bonds	LS	1	\$	12,000.00	\$	12,000.00	
2	Site Clearing & Grubbing	LS	1	\$	8,000.00	\$	8,000.00	
3	Remove Existing Asphalt	SY	3290	\$	2.50	\$	8,225.00	
4	Common Excavation (Estimated 2200 CY +/-)	LS	1	\$	40,000.00	\$	40,000.00	
5	Strip, Salvage, & Re-Spread Topsoil	LS	1	\$	5,000.00	\$	5,000.00	
6	Excavation Below Subgrade (EBS) (Excavation Only)	CY	100	\$	10.00	\$	1,000.00	
7	Base Aggregate Dense - 1 1/4" (6" Thick)	TON	1320	\$	22.00	\$	29,040.00	
8	Base Aggregate Dense - 3" (12" Thick)	TON	2640	\$	22.00	\$	58,080.00	
9	Finish Grading In Prep. Of Paving	SY	3810	\$	2.75	\$	10,477.50	
10	HMA Pavement - Upper Layer (1.75"), 4 LT 58-28S	TON	385	\$	90.00	\$	34,650.00	
11	HMA Pavement - Lower Layer (2.25"), 3 LT 58-28S	TON	500	\$	90.00	\$	45,000.00	
12	Asphalt Fiber Reinforcement (1 Lb per Ton of Asphalt)	TON	885	\$	10.00	\$	8,850.00	
13	Asphalt Cleaning & Sweeping	SY	3810	\$	0.25	\$	952.50	
14	Asphaltic Tack Coat	SY	3810	\$	0.15	\$	571.50	
15	Pavement Markings - 4" White Epoxy	LF	200	\$	4.50	\$	900.00	
16	Pavement Markings - White Epoxy ADA Symbol	EA	1	\$	250.00	\$	250.00	
17	Street Sign - Handicap Sign (R7-8A)	EA	1	\$	650.00	\$	650.00	
18	Erosion Mat DOT Class I, Type A w/ Seed & Fertilizer	SY	1700	\$	4.50	\$	7,650.00	
10	(Biodegradable Mat & Staples)	31	1700	Ψ	4.50	Ψ	7,030.00	
19	Inlet Protection - Type D	EA	3	\$	150.00	\$	450.00	
20	Clear Stone Tracking Pad	TON	80	\$	28.00	\$	2,240.00	
21	Silt Fence	LF	500	\$	2.50	\$	1,250.00	
22	Concrete Curb & Gutter - 30"	LF	400	\$	22.00	\$	8,800.00	
23	Concrete Sidewalk (4")	SF	1750	\$	7.50	\$	13,125.00	
24	Base Aggregate Dense - 1 1/4" Sidewalks	TON	70	\$	26.00	\$	1,820.00	
25	Remove Existing Concrete (sw., driveway apron, driveways,	SF	600	\$	9.50	\$	5,700.00	
23	etc.)	31	800	Ψ	7.50	Ψ	3,700.00	
26	Fence & Gates	LF	270	\$	45.00	\$	12,150.00	
27	Truncated Dome Detectable Warning Field (2x2)	EA	2	\$	150.00	\$	300.00	
					et & Site work		317,131.50	
					igency (10%)		31,713.15	
			E	ngir	neering (15%)	\$ \$	52,326.70	
		Total					401,171.35	

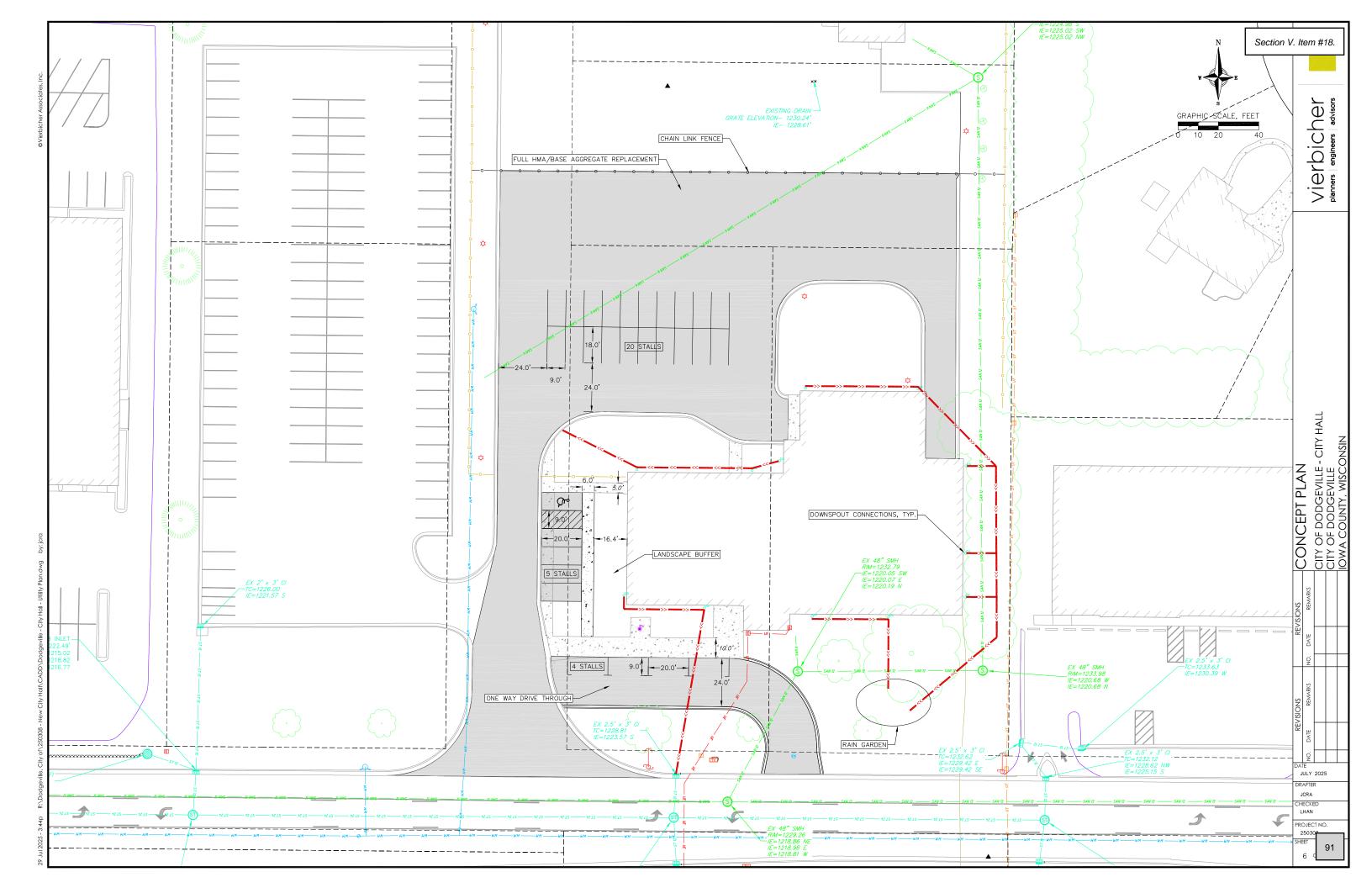
Bid Item Ref. No.	Description	Unit of Measure	Estimated Quantity	Unit Price	I	tem Total
Sanitary	Sewer					
28	Adjust Existing Sanitary Manhole Rim	EA	2	\$ 850.00	\$	1,700.00
			Subtotal	- Sanitary Sewer	\$	1,700.00
			Co	ntingency (10%)	\$	170.00
			E	ngineering (15%)	\$	280.50
				Total -	\$	2,150.50

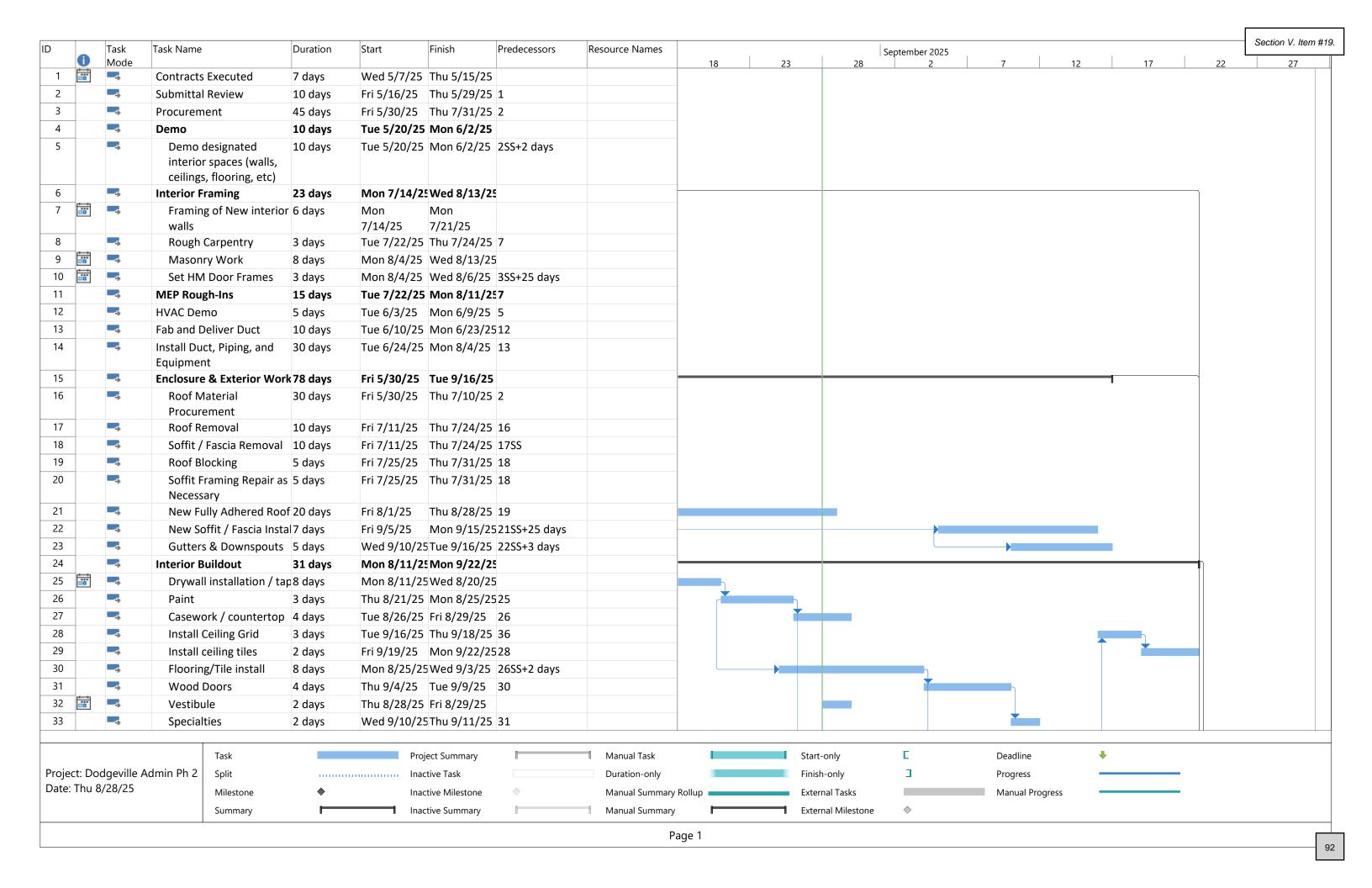
Bid Item Ref. No.	Description	Unit of Measure	Estimated Quantity		Unit Price Item To		tem Total
Storm Se	ewer & Storm Water Management						
29	Storm Sewer - 10" PVC	LF	600	\$	45.00	\$	27,000.00
30	Storm Sewer- 4" dia HDPE Cleanout	EA	4	\$	850.00	\$	3,400.00
31	10" CMP Apron Endwall	EA	2	\$	1,200.00	\$	2,400.00
32	Storm Sewer - Connect to Existing	LS	1	\$	1,500.00	\$	1,500.00
33	Imported Granular Fill	CY	200	\$	25.00	\$	5,000.00
34	Landscaping	LS	1	\$	5,000.00	\$	5,000.00
		ototal - Storr	n Sewer & St	orm	Water Mgmt	\$	44,300.00
			Co	ntin	gency (10%)	\$	4,430.00
			E	ngin	eering (15%)	\$	7,309.50
					Total -	\$	56,039.50

Total - City Hall	\$ 363,131.50
Contingency (10%)	\$ 36,313.15
Engineering (15%)	\$ 59,916.70
Total -City Hall	\$ 459,361.35

This Engineer's Opinion of Probable Cost is made on the basis of our experience and qualifications. It represents our best judgment as experienced and qualified design professionals based on our information available at the time the cost opinion is made. It should be recognized that Vierbicher Associates, Inc. does not have control over the cost of materials or services furnished by others, over market conditions, or contractors methods of determining their prices. Accordingly, Vierbicher Associates, Inc. cannot and does not guarantee that bids or actual costs will not vary from this opinion.

 $R: \label{localize} R: \label{localize} R: \label{localize} Dodgeville, City of \label{localize} OPC.xlsx] Bid Items \\ R: \label{localize} Dodgeville, City of \label{localize} City Hall \label{localize} OPC.xlsx] Bid Items \\ R: \label{localize} Dodgeville, City of \label{localize} City Hall \label{localize} OPC.xlsx] Bid Items \\ R: \label{localize} Dodgeville, City of \label{localize} City Hall \label{localize} OPC.xlsx] Bid Items \\ R: \label{localize} Dodgeville, City of \label{localize} City Hall \label{localize} Development \label{localize} Dodgeville, City of \label{localize} City Hall \label{localize} OPC.xlsx] Bid Items \\ R: \label{localize} Dodgeville, City of \label{localize} City Hall \label{localize} OPC.xlsx] Bid Items \\ R: \label{localize} Dodgeville, City of \label{localize} City Hall \label{localize} Dodgeville, City of \label{localiz$







Е 1 Task **Project Summary** Manual Task Start-only Deadline Project: Dodgeville Admin Ph 2 3 Split Inactive Task **Duration-only** Finish-only Progress Date: Thu 8/28/25 Milestone Manual Summary Rollup External Tasks Manual Progress Inactive Milestone \Diamond Manual Summary External Milestone Summary Inactive Summary

Opinion of Probable Cost 7/29/2025 Dodgeville City Hall City of Dodgeville

City of bodge ville								
Bid Item Ref. No.	Description	Unit of Measure	Estimated Quantity		Unit Price	ı	tem Total	
Street &	Sitework							
1	Mobilization, Performance & Payment Bonds	LS	1	\$	12,000.00	\$	12,000.00	
2	Site Clearing & Grubbing	LS	1	\$	8,000.00	\$	8,000.00	
3	Remove Existing Asphalt	SY	3290	\$	2.50	\$	8,225.00	
4	Common Excavation (Estimated 2200 CY +/-)	LS	1	\$	40,000.00	\$	40,000.00	
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6	Excavation Below Subgrade (EBS) (Excavation Only)	CY	100	\$	10.00	\$	1,000.00	
7	Base Aggregate Dense - 1 1/4" (6" Thick)	TON	1320	\$	22.00	\$	29,040.00	
8	Base Aggregate Dense - 3" (12" Thick)	TON	2640	\$	22.00	\$	58,080.00	
9	Finish Grading In Prep. Of Paving	SY	3810	\$	2.75	\$	10,477.50	
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25	Remove Existing Concrete (sw., driveway apron, driveways, etc.)	SF	600	\$	9.50	\$	5,700.00	
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	·		Subtotal - S	Stree	et & Site work	\$	317,131.50	
			Co	ntin	gency (10%)	\$	31,713.15	
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Page 1 of 2

Bid Item Ref. No.	Description	Unit of Measure	Estimated Quantity	Unit Price	It	em Total
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			Subtotal	- Sanitary Sewer	\$	1,700.00
			Co	ntingency (10%)	\$	170.00
			E	ngineering (15%)	\$	280.50
		Total - \$				2,150.50

Bid Item Ref. No.	Description	Unit of Measure	Estimated Quantity		Unit Price		Unit Price		tem Total
Storm Se	ewer & Storm Water Management								
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			Co	ntin	gency (10%)	\$	4,430.00		
			E	ngineering (15%) \$ 7,309.5					
					Total -	\$	56,039.50		

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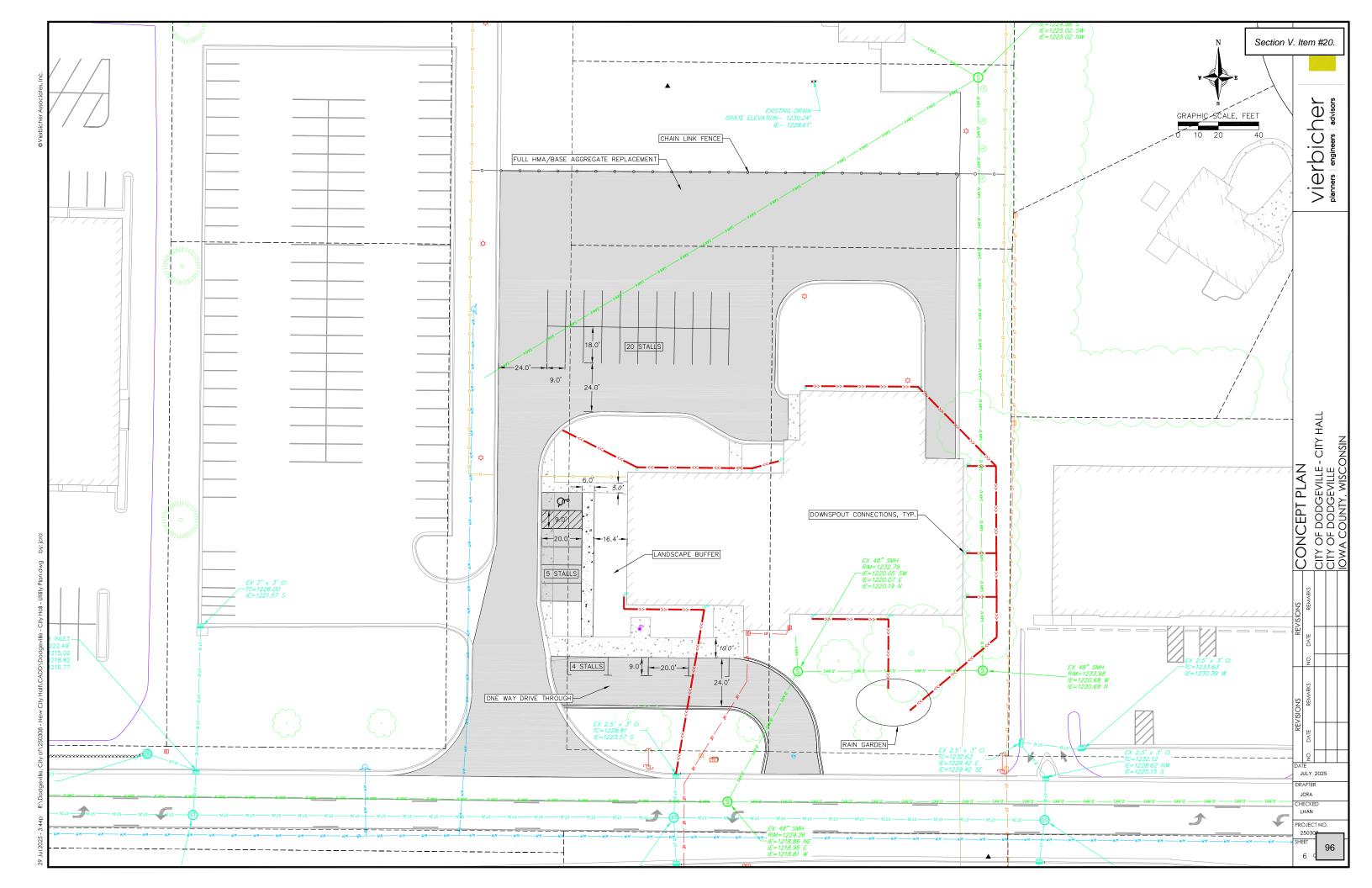


Table 1 Capital Improvement Plan & Funding Uses 2025 GO Notes Only

City of Dodgeville, WI

Projects	Purpose/Dept.	Plan Issue	Funding	2025	2026	Totals
Ambulance Replacement	Ambulance / EMS	2025 G.O. Notes	G.O. Debt	422,000		422,000
Window Replacement	Ambulance / EMS	2025 G.O. Notes	G.O. Debt	35,000		35,000
Rescue Task Force Updates	Ambulance / EMS	2025 G.O. Notes	G.O. Debt	30,000		30,000
RAD57 CO Detector	Ambulance / EMS	2025 G.O. Notes	G.O. Debt	12,000		12,000
Door & Floor Replacement	Fire	2025 G.O. Notes	G.O. Debt	18,000		18,000
Blacktop Repair/Replacement	Fire	2025 G.O. Notes	G.O. Debt	15.000		15.000
Library Renovation	Library	2025 G.O. Notes	G.O. Debt	1,135,000		1,135,000
Library Renovation	Library	2026 G.O. Notes	G.O. Debt	0	2,565,000	2,565,000
Parks Mower	Parks / Recreation	2025 G.O. Notes	G.O. Debt	16,000		16,000
Cemetery Road Paving	Parks / Recreation	2025 G.O. Notes	G.O. Debt	65,000		65,000
Cemetery Mower	Parks / Recreation	2025 G.O. Notes	G.O. Debt	7,500		7,500
Pool Shade Items	Parks / Recreation	2025 G.O. Notes	G.O. Debt	20,000		20,000
Police Squad	Police	2025 G.O. Notes	G.O. Debt	68,000		68,000
Armory Building - Phase 1	Public Works	2025 G.O. Notes	G.O. Debt	3,250,000		3,250,000
GPS Unit	Public Works	2025 G.O. Notes	G.O. Debt	10,000		10,000
Streets Plow Truck Accessories	Public Works	2025 G.O. Notes	G.O. Debt	118,000		118,000
Streets Plow Truck - Small	Public Works	2025 G.O. Notes	G.O. Debt	85,000		85,000
Streets Dump Box	Public Works	2025 G.O. Notes	G.O. Debt	30,000		30,000
Reconstruction - Washington/Johnson	Public Works	2025 G.O. Notes	G.O. Debt	1,815,000		1,815,000
Reconstruction - Washington/Johnson	Water	2025 G.O. Notes	G.O. Debt	825,000		825,000
Actual CIP Costs				7,976,500	2,565,000	10,541,500
O						
Sources of Funding G.O. Debt				7,976,500	2,565,000	10,541,500
Total				7,976,500	2,565,000	10,541,500
iotai				7,976,500	2,363,000	10,541,500
Debt Obligations						
2025 G.O. Notes				7,976,500	0	7,976,500
2026 G.O. Notes				0	2,565,000	2,565,000
Total				7,976,500	2,565,000	10,541,500







Trusted Partner. Leading Environmental Solutions.

True North Consultants, Inc. 525 Junction Road, Suite 5800 Madison WI 53717 (608) 234-5092 cvalcheff@consulttruenorth.com QUOTATION

Proposal Date: Proposal #:

8/21/2025 P225-109

Client

City of Dodgeville Mr. Dylan Wadzinski 100 E. Fountain Street Dodgeville, WI 53533

Project

DODGE - Library Environmental Assistance Library Addition 100 E. Fountain Street Dodgeville, Wisconsin 53533

Description	Quantity	Units	Rate	Amount
Environmental Assistance				
Landfill Profiling and Disposal	4	Hour(s)	\$120.00	\$480.00
Earthwork Field Oversight	40	Hour(s)	\$110.00	\$4,400.00
WDNR Notification and Communications	5	Hour(s)	\$120.00	\$600.00
WDNR Notification and Communications	10	Hour(s)	\$190.00	\$1,900.00
Field Materials & Supplies	1	Unit(s)	\$750.00	\$750.00
Mileage	500	Miles	\$0.70	\$350.00
Landfill Profiling Analysis	1	Sample(s)	\$1,200.00	\$1,200.00
Confirmation Soil Sample Analysis	10	Sample(s)	\$250.00	\$2,500.00
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Senior Consultant - Reporting	10	Hour(s)	\$150.00	\$1,500.00
Project Executive - Reporting	5	Hour(s)	\$190.00	\$950.00
Estimated WDNR Fees	1	Unit(s)	\$2,000.00	\$2,000.00

Subtotal	\$18,430.00
Total	\$18,430.00

True North Consultants, Inc. (True North) will assist the City of Dodgeville with the contaminated soil issue identified during the construction of the new Public Library building at 100 E. Fountain Street in Dodgeville, Wisconsin (Subject Property). The scope of work includes assisting with obtaining landfill approval for disposal of contaminated soils (profile and laboratory analysis) and providing field oversight during earthwork activities (assumes 5 days of field oversight). Additionally, as warranted, True North will provide notification and communications with the WDNR to manage the case through the WDNR process. As more information is obtained, the scope of work may change and different approaches to WDNR management may become necessary. This project will be billed as a time and materials project on an approximate monthly basis. True North will provide estimated costs for specific scopes of work during the course of the project duration.

Due to the timing of this discovery, True North will work with the City to manage the process as cost effectively as possible while still maintaining momentum of the greater construction activities. Additional work may be required after the construction has been completed and will be addressed at that time through different proposals. This proposal assumes being able to close the site with the WDNR as a No Further Action (NFA) under NR708.

Section V. Item #21.



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8/21/2025 P225-109

Authorization to Proceed 1. The hereby agree to the proposed scope, schedule and fees set forth within. 2. The attached terms and conditions are an integral part of this agreement. 3. Upon execution, this document represents a binding authorization to proceed. Client Acceptance (sign below): Print Name Signature: Date:

Thank You For Your Business!

Section V. Item #21.



GENERAL TERMS & CONDITIONS OF SERVICES

1.0 PROPOSAL ACCEPTANCE

The following terms and conditions ("Terms") shall apply to and are the only terms that govern the attached, Proposal or Quotation (collectively, "Agreement") between True North Consultants, Inc. ("True North") and the Client named below ("Client"). Client's acceptance of this Agreement is indicated and acknowledged by the signature of its authorized representative below and on the attached Proposal or Quotation. Any additional terms and conditions proposed by Client are objected to and will not be binding upon True North unless specifically assented to in writing by True North's authorized representative. The Consulting Services provided under this Agreement are not of a legal nature, and True North shall in no event give, or be required to give, any legal advice or legal representation to Client. This Agreement shall not create any rights or benefits to parties other than Client or True North. In the event of a conflict between these Terms and the Proposal or Quotation, these Terms will prevail unless otherwise agreed to by the parties in writing.

2.0 LIMITED WARRANTY

- 2.1 Professional Standard of Care: True North warrants that it will perform the Consulting Services consistent with the level of care and skill ordinarily exercised by other professional consultants in the same locale and under similar circumstances at the same time the Consulting Services are performed.
- 2.2 Exclusive Remedy: True North's sole and exclusive liability and Client's sole and exclusive remedy for breach of this warranty shall be as follows:
 - 2.2.1 True North will use reasonable commercial efforts to promptly cure any breach; provided, that if True North cannot cure such breach within a reasonable time (but no more than thirty (30) days) after Client's notice of such breach, Client may, at its option, terminate the Agreement by service of written notice of termination.
 - 2.2.2 In the event the Agreement is terminated pursuant to Section 2.2.1 above, True North will within thirty (30) days after the effective date of termination refund to Client any fees paid by Client as of the date of termination for the Consulting Services, less a deduction equal to the fees for receipt or use of such Consulting Services up to and including the date of termination on a pro-rated basis.
 - 2.2.3 The foregoing remedy shall not be available unless Client provides written notice to True North of such breach within seven (7) days of knowledge of same.
- 2.3 Disclaimer of Implied Warranties: EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION 2, TRUE NORTH MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE CONSULTING SERVICES UNDER THE AGREEMENT, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE OR OTHERWISE.

3.0 SUBCONTRACTED AND OTHER SERVICES

- 3.1 True North will select reputable subcontractors for certain services ancillary to the Consulting Services hereunder, including but not limited to subsurface drilling, excavations and other explorations, laboratory services, surveys, etc., based on oral or written competitive prices. The subcontractors' invoices shall be billed by True North to Client in accordance with the Agreement. Nothing in this Section 3 shall require that subcontractor services or equipment be obtained through competitive bidding or be available from multiple sources. True North shall not be responsible for the means and methods utilized by its subcontractors.
- 3.2 On occasion, True North engages the specialized services of individual consultants or other companies to participate in a project. When considered necessary, the cost of such services will be billed to Client in addition to True North's fee schedules set forth in the Agreement.

4.0 SITE ACCESS AND SITE CONDITIONS

- 4.1 Client shall grant or obtain free access to the site for all equipment and personnel for True North to perform the Consulting Services Client shall notify any and all possessors of the Project site that Client has granted True North free access to the site. True North will take reasonable precautions to limit damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of the Agreement unless so specified in True North's Proposal. Client is responsible for the accuracy of locations for all subterranean structures and utilities. True North will take reasonable precautions to avoid known subterranean structures, and Client waives any claim against True North, and agrees to defend, indemnify, and hold True North hamless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate True North for any time spent or expenses incurred by True North in defense of any such claim with compensation to be based upon True North's prevailing fee schedule/expense reimbursement policy set forth in the Proposal.
- 4.2 Client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys or explorations are made, and that site conditions may change with time. Data, interpretation, and recommendations by True North will be based solely on site information available to True North. True North is responsible for its data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed by True North or any other party. To the extent True North must rely upon data provided by another party, True North will not be liable for any claim of injury or loss arising from such data. Client acknowledges that whenever a project involves hazardous or toxic materials and/or investigations of chemicals in the environment, there are inherent uncertainties involved (such as limitations on laboratory analytical methods, variations in subsurface conditions and the like) that may adversely affect the results of the Project, even though the Consulting Services are performed with skill and care.



5.0 BILLING AND PAYMENT

Invoices shall generally be submitted every four (4) weeks for Consulting Services performed during the previous four (4) weeks. Payment shall be due within thirty (30) days of invoice date. If Client objects to all or any portion of any invoice, Client shall so notify True North in writing within fourteen (14) calendar days of invoice receipt, identify the cause of disagreement, and pay within thirty (30) days that portion of the invoice, if any, not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, Client shall pay the balance as stated on the invoice. Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. Client will pay an additional charge of one and one-half percent (1.5%) per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount in dispute and resolved in favor of Client. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. All time spent and expenses incurred (including any attorneys' fees) in connection with collection of any delinquent amount shall be paid by Client to True North per True North's current fee schedules. In the event Client fails to pay True North within thirty (30) days after invoices are rendered, Client agrees that True North has the right to suspend Consulting Services under the Agreement, without incurring liability to Client, after giving seven (7) days' written notice to Client. Client acknowledges that True North's fee schedules are subject to change on an annual basis without prior notice. Client's payment obligations herein shall not be conditioned on receipt of funds from any third party, including but not limited to insurance carriers, nor assigned to any other party without prior written consent of True North.

6.0 DOCUMENTS AND ELECTRONIC FILES

- Written Documents: Any letters, reports, or documents prepared by True North for Client are the instruments of True North's Consulting Services ("Instruments of Service") and shall remain the sole property of True North until Client has made full payment therefore to True North. The Consulting Services provided by True North are solely for Client's use for the Project and site. Any Instruments of Service prepared by True North for the client shall not, in whole or in part, be disseminated or conveyed to another party, nor used by another party in whole or in part, without prior written consent from True North. Client shall, to the fullest extent permitted by law, waive any claim against True North, and indemnify, defend, and hold True North harmless for any claim or liability for injury or loss (including costs of defense) allegedly arising from any third-party reliance on True North's Instruments of Service without True North's specific authorization to do so.
- 6.2 Client shall inform True North of any specific third parties or types of third parties that Client believes may ask to rely on True North's Instruments of Service (such parties hereinafter "Authorized Third Parties"), and Client shall not under any circumstances permit such reliance except with True North's express written consent. True North may withhold consent if the third party does not agree, in writing, to: (i) be bound by the terms of this Agreement including, without limitation, any provision limiting True North's liability hereunder, (ii) use such information only for the purposes contemplated by True North in performing its Consulting Services, and (iii) be bound by the qualifications and limitations expressed in the opinions, conclusions, certificate, or report produced as part of the Instruments of Service.
- 6.3 Electronic Files: Client hereby grants permission for True North to use information and data provided by Client, including electronic records produced or provided by Client in the completion of the Project. Client also grants permission to True North to release True North documents electronically to Client's Authorized Third-Parties as required in the execution of the Project.
- Retention Period: True North shall not be obligated to maintain written documents and electronic files relating to its Consulting Services performed for Client under the Agreement for more than five (5) years following completion of the relevant Consulting Services. Upon request of Client and payment of additional compensation, True North may agree to retain records for a longer time period.

7.0 INSURANCE

True North maintains the following insurance coverages: Workmen's Compensation and Auto, as required by applicable law; Commercial General Liability with limits of \$2,000,000 per occurrence and in the aggregate; Umbrella with limits of \$6,000,000. True North will furnish certificates of such insurance upon request. In the event Client desires additional insurance coverages or limits, True North may, upon the Client's written request made prior to the performance of Consulting Services, obtain additional insurance (if possible) at Client's expense.

8.0 ALLOCATION OF RISK

- Limitation of Liability: IN NO EVENT SHALL TRUE NORTH BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT TRUE NORTH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL TRUE NORTH'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO TRUE NORTH PURSUANT TO THE AGREEMENT. In the event Client makes a claim against True North for any act arising out of the performance of True North's Consulting Services, and fails to prove such claim, then Client agrees to pay all attorney's fees and other costs incurred by True North in defense of such claim.
- Mutual Indemnification: Client shall indemnify, defend and hold harmless True North and its officers, directors, agents, employees, affiliates, successors and permitted assigns against any and all suits, actions, legal or administrative proceedings, claims, debts, demands, damages, liabilities, interest, attorney's fees, costs and expenses arising from or related to the performance of Consulting Services under the Agreement and attributable to: i) a breach by Client of its obligations hereunder; ii) Client's violation of any applicable federal, state or local laws or regulations; iii) the act or omission or willful misconduct of Client or anyone acting under Client's direction or control. True North shall indemnify, defend and hold harmless Client and its officers, directors, agents, employees, affiliates, successors and permitted assigns against any and all suits, actions, legal or administrative proceedings, claims, debts, demands, damages, liabilities, interest, attorney's fees, costs and expenses arising from or related to the

Version: April 2024



performance of Consulting Services under the Agreement and attributable to: i) a breach by True North of its obligations hereunder; ii) True North's violation of any applicable federal, state or local laws or regulations; iii) the act or omission or willful misconduct of True North or anyone acting under its direction or control.

9.0 CHANGE ORDERS

9.1 Client and/or True North shall have the right to modify the scope of Consulting Services, specifications and time requirements set forth in the Proposal, along with an equitable adjustment of the cost and fees for such Consulting Services, as deemed appropriate and agreed to by the Parties hereto. Such modification of Consulting Services shall be in writing, attached hereto and incorporated by reference ("Change Order"). Any requests by Client for deviations from the Consulting Services specified in the Proposal involving increased time, costs or expenses to True North shall be performed only upon execution of a Change Order.

10.0 SAFETY/NOTIFICATION OF HAZARDS

Client shall be obligated to notify True North of any applicable site safety procedures or requirements known to Client, as well as the existence or suspected existence of biological pollutants, hazardous materials, oil, or asbestos in the environment, including, but not limited to the air, soil, and water at the site(s) where Consulting Services will be performed. Client shall advise True North immediately of any information which Client receives regarding the existence of any such hazardous materials or conditions at the site(s) which might present a threat to human health and safety or the environment or impact True North's performance of Consulting Services. True North shall not have any responsibility for the safety of others at the site(s) and Client shall remain responsible and with full authority to take corrective measures to address any safety or hazardous conditions at the site(s). If in True North's opinion, its field personnel are unable to access required locations or perform Consulting Services due to unsafe or hazardous conditions, True North will suspend performance of the Consulting Services until such conditions are addressed by Client, or terminate this Agreement in accordance with Section 15 herein, in which event Client shall pay for suspension and termination expenses in accordance with this Agreement.

11.0 BIOLOGICAL POLLUTANTS

True North's scope of Consulting Services, unless specifically outlined in its written scope of Consulting Services, does not include the investigation or detection of the presence of any biological pollutants in or around or concealed at any structure. Client agrees that True North will have no liability for any claim, of whatever kind or nature, alleged to arise from or be caused by the presence of or exposure to any biological pollutants, in or around or concealed at any structure. In addition, Client shall defend, indemnify, and hold harmless True North from any third-party claim for damages alleged to arise from or be caused by the presence of or exposure to biological pollutants in or around or concealed at any structure.

12.0 SITE CONTROL, CONFIDENTIALITY AND DISCLOSURE

True North shall not assume, by virtue of performing Consulting Services on or near the site, the responsibility or liability for any aspect or condition of the site that may now or later exist to be discovered. In particular, True North shall not assume the responsibility to report to any governmental or regulatory agency the existence of any conditions of the site that may present a threat to human health, safety or the environment. True North will not intentionally divulge information regarding this Agreement, True North's Consulting Services or any Instruments of Service, and which is not in the public domain, except to Client or those whom Client designates. Notwithstanding the foregoing, Client understands that True North will comply with judicial orders and applicable laws and regulations regarding the reporting to the appropriate public agencies of potential dangers to the public health, safety or the environment.

13.0 RCRA/CERCLA COMPLIANCE

Nothing contained in these Terms or the Agreement shall be construed or interpreted as requiring True North to assume the status of a operator, arranger, generator, storer, treater, transporter, or disposal facility within the meaning of the Comprehensive Environmental Compensation and Liability Act, 42 U.S.C.A. 9601, et seq., or the Resource Conservation and Recovery Act, 42 U.S.C.A. 6901, et seq., as amended, or within the meaning of any similar Federal, State, or local regulation or law.

14.0 DELAYS

Delays not the fault of True North or its subcontractors shall result in an extension of the schedule equivalent to the length of delay. If such delays result in additional costs to True North, the total Project cost shall be equitably adjusted by the amount of such additional costs and set forth in an agreed upon Change Order. For purposes of this Agreement, such circumstances include, but are not limited to: unusual weather; floods; epidemics; wars; riots; strikes; lockouts or other industrial disturbances; protest demonstrations; unanticipated site conditions; inability (despite reasonable diligence) to supply personnel, equipment, or material to the project; or the action or inaction of government. Should such circumstances transpire, Client and True North shall exert a best effort to overcome the resulting difficulties and resume performance of the Services as soon as reasonably possible. Delays within the scope of this provision that cumulatively exceed forty-five (45) calendar days shall, at the option of either party, make this Agreement subject to renegotiation or termination.

15.0 TERMINATION

Client may terminate this Agreement for convenience without penalty, by providing written notice to True North. Client or True North may terminate the Agreement for cause. The party initiating termination shall so notify the other party, and termination shall become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which Party effects termination or the cause thereof, Client shall, within thirty (30) calendar days from receipt of True North's termination invoice, pay True North's fees for Services satisfactorily rendered and costs incurred, in accordance with the applicable Fee Schedule. Client shall pay True North for costs reasonably stemming from termination and post-termination activities including, but not limited to, demobilization, equipment decontamination and/or disposal, and disposal and replacement of contaminated consumables.



16.0 DISPUTE RESOLUTION; CHOICE OF FORUM

If any claims or disputes arise between Client and True North related to the Consulting Services provided by True North or out of or related to this Agreement, the parties shall endeavor to reach resolution through good faith direct discussions between representatives of the parties with authority to resolve the matter. If direct discussions do not result in resolution of the matter, the matter shall be submitted to non-binding mediation as a condition precedent to the institution of legal or equitable proceedings by either party. The cost of the mediation shall be shared equally by the parties, with each party responsible for its own legal or other costs. Any claims arising out of or relating to the Consulting Services provided by True North and/or the relationship between True North and Client shall be asserted only in the state or federal courts located in Cook County or DuPage County, Illinois. Client hereby unconditionally consents to the jurisdiction and venue of said courts. The prevailing party in any such litigation shall be entitled to recover its costs of defense, including reasonable attorneys' fees.

17.0 MISCELLANEOUS

- Governing Law: These Terms and all matters arising out of, or related to, the Consulting Services by True North to Client and/or the relationship between True North and Client shall be deemed to have been made and governed by the substantive laws of the State of Illinois, without regard to its choice-of-law or conflict-of-laws provisions.
- 17.2 Severability: If any term or provision of these Terms is found to be invalid or unenforceable, the remaining portion of these Terms shall remain in effect, provided that if such invalid or unenforceable portion is an essential part of these Terms, the parties will immediately begin negotiations for a replacement provision consistent with the intent and purpose of these Terms.
- 17.3 Entire Agreement: The terms contained in the attached Proposal and these Terms comprise the entire Agreement between True North and Client concerning the subject matter hereof, and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. No modification, amendment, rescission, waiver or other change of this Agreement or any part thereof shall be binding on True North unless agreed in writing by an authorized officer of True North.
- 17.4 All Rights Reserved: All rights and remedies of True North provided in these Terms are cumulative and not exclusive, and the exercise by True North of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, or in any other agreement between the parties.
- 17.5 No Assignment: The rights and responsibilities of Client hereunder may not be assigned to any third-party without the written consent of True North.
- 17.6 Waste Manifests: If during remedial construction activities waste manifests are required, Client shall provide an authorized person to sign manifests or agrees to provide True North with a written limited power of attorney to sign manifests.
- 17.7 Notice: All notices, requests, demands or claims hereunder shall be in writing. Any notice, request, demand or claim shall be deemed duly given if (and then 2 business days after) it is sent via registered or certified mail, return receipt requested, postage prepaid, and addressed to the designated address of the respective Party. Notice shall be deemed given upon receipt of any notice served personally, via email with receipt of delivery or via express courier with receipt of delivery.
- 17.8 True North shall not be obligated to begin the performance of the Consulting Services until the Proposal and these Terms and Conditions are signed by Client.

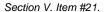
IN WITNESS WHEREOF, the Client, by its duly authorized representative, has executed this Agreement which becomes effective on the date signed by Client's authorized officer or representative as shown below.

AGREED TO AND ACCEPTED BY:

CLIENT	: <u> </u>
BY:	
TITLE:	
DATE:	

END OF TERMS AND CONDITIONS
REVISED: April 2024

Version: April 2024





Trusted Partner. Leading Environmental Solutions.

True North Consultants, Inc. 525 Junction Road, Suite 5800 Madison WI 53717 (608) 234-5092 cvalcheff@consulttruenorth.com QUOTATION

Proposal Date: Proposal #:

8/21/2025 P225-109

Client

City of Dodgeville Mr. Dylan Wadzinski 100 E. Fountain Street Dodgeville, WI 53533

Project

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Summary of Comments on P225-109_DODGE_PRP_Library_EnvAssist_08.21.2025.pdf

This page contains no comments

Section V. Item #21.



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True North Consultants, Inc. 525 Junction Road, Suite 5800 Madison WI 53717 (608) 234-5092 cvalcheff@consulttruenorth.com QUOTATION

Proposal Date: Proposal #:

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Authorization to Proceed 1. The hereby agree to the proposed scope, schedule and fees set forth within. 2. The attached terms and conditions are an integral part of this agreement. 3. Upon execution, this document represents a binding authorization to proceed. Client Acceptance (sign below): Print Name Signature: Date:

Thank You For Your Business!

This page contains no comments

Section V. Item #21.

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 - 2.2.3 The foregoing remedy shall not be available unless Client provides written notice to True North of such breach within seven (7) days of knowledge of same.
- 2.3 Disclaimer of Implied Warranties: EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION 2, TRUE NORTH MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE CONSULTING SERVICES UNDER THE AGREEMENT, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE OR OTHERWISE.

3.0 SUBCONTRACTED AND OTHER SERVICES

- 3.1 True North will select reputable subcontractors for certain services ancillary to the Consulting Services hereunder, including but not limited to subsurface drilling, excavations and other explorations, laboratory services, surveys, etc., based on oral or written competitive prices. The subcontractors' invoices shall be billed by True North to Client in accordance with the Agreement. Nathing in this Section 3 shall require that subcontractor services or equipment be obtained through competitive bidding or be available from multiple sources. True North shall not be responsible for the means and methods utilized by its subcontractors.
- 3.2 On occasion, True North engages the specialized services of individual consultants or other companies to participate in a project. When considered necessary, the cost of such services will be billed to Client in addition to True North's fee schedules set forth in the Agreement.

4.0 SITE ACCESS AND SITE CONDITIONS

- 4.1 Client shall grant or obtain free access to the site for all equipment and personnel for True North to perform the Consulting Services Client shall notify any and all possessors of the Project site that Client has granted True North free access to the site. True North will take reasonable precautions to limit damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of the Agreement unless so specified in True North's Proposal. Client is responsible for the accuracy of locations for all subterranean structures and utilities. True North will take reasonable precautions to avoid known subterranean structures, and Client waives any claim against True North, and agrees to defend, indemnify, and hold True North hamless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate True North for any time spent or expenses incurred by True North in defense of any such claim with compensation to be based upon True North's prevailing fee schedule/expense reimbursement policy set forth in the Proposal.
- 4.2 Client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys or explorations are made, and that site conditions may change with time. Data, interpretation, and recommendations by True North will be based solely on site information available to True North. True North is responsible for its data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed by True North or any other party. To the extent True North must rely upon data provided by another party, True North will not be liable for any claim of injury or loss arising from such data. Client acknowledges that whenever a project involves hazardous or toxic materials and/or investigations of chemicals in the environment, there are inherent uncertainties involved (such as limitations on laboratory analytical methods, variations in subsurface conditions and the like) that may adversely affect the results of the Project, even though the Consulting Services are performed with skill and care.

Section V. Item #21. Page: 3

Number: 1 Author: ehagen Subject: Highlight Date: 8/21/2025 11:38:55 AM

Consulting services would not need to be bid, since these are professional services.

However, since this is now required work for the library project, this contract will need to include the FFP Project Contract Terms & Requirements contract insertion as this is grant requirement for all contracts associated with the project, even for professional services and even if non-grant funds are used. So we will need to add this as an addendum to the contract.

Number: 2 Author: ehagen Subject: Highlight Date: 8/21/2025 11:21:29 AM

Note there may be additional costs than what is set forth in the agreement

Date: 8/21/2025 11:22:54 AM Number: 3 Author: ehagen Subject: Highlight

Since this work is required for site preparation for the library project, it would need to be bid as public construction, unless it can be added via change order to the contract we have with Daniels.

We cannot risk losing the \$4.25 million grant by failing to follow public bid laws.



5.0 BILLING AND PAYMENT

Invoices shall generally be submitted every four (4) weeks for Consulting Services performed during the previous four (4) weeks. Payment shall be due within thirty (30) days of invoice date. If Client objects to all or any portion of any invoice, Client shall so notify True North in writing within fourteen (14) calendar days of invoice receipt, identify the cause of disagreement, and pay within thirty (30) days that portion of the invoice, if any, not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, Client shall pay the balance as stated on the invoice. Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. Client will pay an additional charge of one and one-half percent (1.5%) per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount in dispute and resolved in favor of Client. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. All time spent and expenses incurred (including any attorneys' fees) in connection with collection of any delinquent amount shall be paid by Client to True North per True North's current fee schedules. In the event Client fails to pay True North within thirty (30) days after invoices are rendered, Client agrees that True North has the right to suspend Consulting Services under the Agreement, without incurring liability to Client, after giving seven (7) days' written notice to Client. Client acknowledges that True North's fee schedules are subject to change on an annual basis without prior notice. Client's payment obligations herein shall not be conditioned on receipt of funds from any third party, including but not limited to insurance carriers, nor assigned to any other party without prior written consent of True North.

6.0 DOCUMENTS AND ELECTRONIC FILES

- Written Documents: Any letters, reports, or documents prepared by True North for Client are the instruments of True North's Consulting Services ("Instruments of Service") and shall remain the sole property of True North until Client has made full payment therefore to True North. The Consulting Services provided by True North are solely for Client's use for the Project and site. Any Instruments of Service prepared by True North for the client shall not, in whole or in part, be disseminated or conveyed to another party, nor used by another party in whole or in part, without prior written consent from True North. Client shall, to the fullest extent permitted by law, waive any claim against True North, and indemnify, defend, and hold True North harmless for any claim or liability for injury or loss (including costs of defense) allegedly arising from any third-party reliance on True North's Instruments of Service without True North's specific authorization to do so.
- 6.2 Client shall inform True North of any specific third parties or types of third parties that Client believes may ask to rely on True North's Instruments of Service (such parties hereinafter "Authorized Third Parties"), and Client shall not under any circumstances permit such reliance except with True North's express written consent. True North may withhold consent if the third party does not agree, in writing, to: (i) be bound by the terms of this Agreement including, without limitation, any provision limiting True North's liability hereunder, (ii) use such information only for the purposes contemplated by True North in performing its Consulting Services, and (iii) be bound by the qualifications and limitations expressed in the opinions, conclusions, certificate, or report produced as part of the Instruments of Service.
- 6.3 Electronic Files: Client hereby grants permission for True North to use information and data provided by Client, including electronic records produced or provided by Client in the completion of the Project. Client also grants permission to True North to release True North documents electronically to Client's Authorized Third-Parties as required in the execution of the Project.
- Retention Period: True North shall not be obligated to maintain written documents and electronic files relating to its Consulting Services performed for Client under the Agreement for more than five (5) years following completion of the relevant Consulting Services. Upon request of Client and payment of additional compensation, True North may agree to retain records for a longer time period.

7.0 INSURANCE

True North maintains the following insurance coverages: Workmen's Compensation and Auto, as required by applicable law; Commercial General Liability with limits of \$2,000,000 per occurrence and in the aggregate; Umbrella with limits of \$6,000,000. True North will furnish certificates of such insurance upon request. In the event Client desires additional insurance coverages or limits, True North may, upon the Client's written request made prior to the performance of Consulting Services, obtain additional insurance (if possible) at Client's expense.

8.0 ALLOCATION OF RISK

- 8.1 Umitation of Liability: IN NO EVENT SHALL TRUE NORTH BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT TRUE NORTH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL TRUE NORTH'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO TRUE NORTH PURSUANT TO THE AGREEMENT. In the event Client makes a claim against True North for any act arising out of the performance of True North's Consulting Services, and fails to prove such claim, then Client agrees to pay all attorney's fees and other costs incurred by True North in defense of such claim.
- 8.2 Quitual Indemnification: Client shall indemnify, defend and hold harmless True North and its officers, directors, agents, employees, affiliates, successors and permitted assigns against any and all suits, actions, legal or administrative proceedings, claims, debts, demands, damages, liabilities, interest, attorney's fees, costs and expenses arising from or related to the performance of Consulting Services under the Agreement and attributable to: i) a breach by Client of its obligations hereunder; ii) Client's violation of any applicable federal, state or local laws or regulations; iii) the act or omission or willful misconduct of Client or anyone acting under Client's direction or control. True North shall indemnify, defend and hold harmless Client and its officers, directors, agents, employees, affiliates, successors and permitted assigns against any and all suits, actions, legal or administrative proceedings, claims, debts, demands, damages, liabilities, interest, attorney's fees, costs and expenses arising from or related to the

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Number: 1	Author: ehagen	Subject: Highlight	Date: 8/21/2025 11:39:41 AM		
Note, this restricts True North's liability to the contracted amount.					

Number: 2 Author: ehagen Subject: Highlight Date: 8/21/2025 11:20:16 AM

Number: 2 Author: enagen Subject: Highlight Date: 6/21/2023 11.20.10 Aim

This language does not protect the City's statutory immunities and defenses, so it would be considered a waiver. Typically, insurance will not cover us if we waive these defenses. I recommend adding the following language to preserve these:

"Nothing contained within this paragraph or agreement is intended to be a waiver or estoppel of the Client or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including, but not limited to, those contained within Wisconsin Statutes Sections 893.80, 895.52, and 345.05. To the extent indemnification is available and enforceable, the Client or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin law."



performance of Consulting Services under the Agreement and attributable to: i) a breach by True North of its obligations hereunder; ii) True North's violation of any applicable federal, state or local laws or regulations; iii) the act or omission or willful misconduct of True North or anyone acting under its direction or control.

9.0 CHANGE ORDERS

9.1 Client and/or True North shall have the right to modify the scope of Consulting Services, specifications and time requirements set forth in the Proposal, along with an equitable adjustment of the cost and fees for such Consulting Services, as deemed appropriate and agreed to by the Parties hereto. Such modification of Consulting Services shall be in writing, attached hereto and incorporated by reference ("Change Order"). Any requests by Client for deviations from the Consulting Services specified in the Proposal involving increased time, costs or expenses to True North shall be performed only upon execution of a Change Order.

10.0 SAFETY/NOTIFICATION OF HAZARDS

Client shall be obligated to notify True North of any applicable site safety procedures or requirements known to Client, as well as the existence or suspected existence of biological pollutants, hazardous materials, oil, or asbestos in the environment, including, but not limited to the air, soil, and water at the site(s) where Consulting Services will be performed. Client shall advise True North immediately of any information which Client receives regarding the existence of any such hazardous materials or conditions at the site(s) which might present a threat to human health and safety or the environment or impact True North's performance of Consulting Services. True North shall not have any responsibility for the safety of others at the site(s) and Client shall remain responsible and with full authority to take corrective measures to address any safety or hazardous conditions at the site(s). If in True North's opinion, its field personnel are unable to access required locations or perform Consulting Services due to unsafe or hazardous conditions, True North will suspend performance of the Consulting Services until such conditions are addressed by Client, or terminate this Agreement in accordance with Section 15 herein, in which event Client shall pay for suspension and termination expenses in accordance with this Agreement.

11.0 BIOLOGICAL POLLUTANTS

True North's scope of Consulting Services, unless specifically outlined in its written scope of Consulting Services, does not include the investigation or detection of the presence of any biological pollutants in or around or concealed at any structure. Client agrees that True North will have no liability for any claim, of whatever kind or nature, alleged to arise from or be caused by the presence of or exposure to any biological pollutants, in or around or concealed at any structure. In addition, Client shall defend, indemnify, and hold harmless True North from any third-party claim for damages alleged to arise from or be caused by the presence of or exposure to biological pollutants in or around or concealed at any structure.

12.0 SITE CONTROL, CONFIDENTIALITY AND DISCLOSURE

True North shall not assume, by virtue of performing Consulting Services on or near the site, the responsibility or liability for any aspect or condition of the site that may now or later exist to be discovered. In particular, True North shall not assume the responsibility to report to any governmental or regulatory agency the existence of any conditions of the site that may present a threat to human health, safety or the environment. True North will not intentionally divulge information regarding this Agreement, True North's Consulting Services or any Instruments of Service, and which is not in the public domain, except to Client or those whom Client designates. Notwithstanding the foregoing, Client understands that True North will comply with judicial orders and applicable laws and regulations regarding the reporting to the appropriate public agencies of potential dangers to the public health, safety or the environment.

13.0 RCRA/CERCLA COMPLIANCE

Nothing contained in these Terms or the Agreement shall be construed or interpreted as requiring True North to assume the status of a operator, arranger, generator, storer, treater, transporter, or disposal facility within the meaning of the Comprehensive Environmental Compensation and Liability Act, 42 U.S.C.A. 9601, et seq., or the Resource Conservation and Recovery Act, 42 U.S.C.A. 6901, et seq., as amended, or within the meaning of any similar Federal, State, or local regulation or law.

14.0 DELAYS

Delays not the fault of True North or its subcontractors shall result in an extension of the schedule equivalent to the length of delay. If such delays result in additional costs to True North, the total Project cost shall be equitably adjusted by the amount of such additional costs and set forth in an agreed upon Change Order. For purposes of this Agreement, such circumstances include, but are not limited to: unusual weather; floods; epidemics; wars; riots; strikes; lockouts or other industrial disturbances; protest demonstrations; unanticipated site conditions; inability (despite reasonable diligence) to supply personnel, equipment, or material to the project; or the action or inaction of government. Should such circumstances transpire, Client and True North shall exert a best effort to overcome the resulting difficulties and resume performance of the Services as soon as reasonably possible. Delays within the scope of this provision that cumulatively exceed forty-five (45) calendar days shall, at the option of either party, make this Agreement subject to renegotiation or termination.

15.0 TERMINATION

Client may terminate this Agreement for convenience without penalty, by providing written notice to True North. Client or True North may terminate the Agreement for cause. The party initiating termination shall so notify the other party, and termination shall become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which Party effects termination or the cause thereof, Client shall, within thirty (30) calendar days from receipt of True North's termination invoice, pay True North's fees for Services satisfactorily rendered and costs incurred, in accordance with the applicable Fee Schedule. Client shall pay True North for costs reasonably stemming from termination and post-termination activities including, but not limited to, demobilization, equipment decontamination and/or disposal, and disposal and replacement of contaminated consumables.

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Number: 1 Author: ehagen Subject: Highlight Date: 8/21/2025 11:17:47 AM



16.0 DISPUTE RESOLUTION; CHOICE OF FORUM

If any claims or disputes arise between Client and True North related to the Consulting Services provided by True North or out of or related to this Agreement, the parties shall endeavor to reach resolution through good faith direct discussions between representatives of the parties with authority to resolve the matter. If direct discussions do not result in resolution of the matter, the matter shall be submitted to non-binding mediation as a condition precedent to the institution of legal or equitable proceedings by either party. The cost of the mediation shall be shared equally by the parties, with each party responsible for its own legal or other costs. Any claims arising out of or relating to the Consulting Services provided by True North and/or the relationship between True North and Client shall be asserted only in the state or federal courts located in Cook County or DuPage County, Illinois. Client hereby unconditionally consents to the jurisdiction and venue of said courts. The prevailing party in any such litigation shall be entitled to recover its costs of defense, including reasonable attorneys' fees.

17.0 MISCELLANEOUS

- Governing Law: These Terms and all matters arising out of, or related to, the Consulting Services by True North to Client and/or the relationship between True North and Client shall be deemed to have been made and governed by the substantive laws of the true of Illinois, without regard to its choice-of-law or conflict-of-laws provisions.
- 17.2 Severability: If any term or provision of these Terms is found to be invalid or unenforceable, the remaining portion of these Terms shall remain in effect, provided that if such invalid or unenforceable portion is an essential part of these Terms, the parties will immediately begin negotiations for a replacement provision consistent with the intent and purpose of these Terms.
- 17.3 Entire Agreement: The terms contained in the attached Proposal and these Terms comprise the entire Agreement between True North and Client concerning the subject matter hereof, and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. No modification, amendment, rescission, waiver or other change of this Agreement or any part thereof shall be binding on True North unless agreed in writing by an authorized officer of True North.
- 17.4 All Rights Reserved: All rights and remedies of True North provided in these Terms are cumulative and not exclusive, and the exercise by True North of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, or in any other agreement between the parties.
- 17.5 No Assignment: The rights and responsibilities of Client hereunder may not be assigned to any third-party without the written consent of True North.
- 17.6 Waste Manifests: If during remedial construction activities waste manifests are required, Client shall provide an authorized person to sign manifests or agrees to provide True North with a written limited power of attorney to sign manifests.
- 17.7 Notice: All notices, requests, demands or claims hereunder shall be in writing. Any notice, request, demand or claim shall be deemed duly given if (and then 2 business days after) it is sent via registered or certified mail, return receipt requested, postage prepaid, and addressed to the designated address of the respective Party. Notice shall be deemed given upon receipt of any notice served personally, via email with receipt of delivery or via express courier with receipt of delivery.
- 17.8 True North shall not be obligated to begin the performance of the Consulting Services until the Proposal and these Terms and Conditions are signed by Client

IN WITNESS WHEREOF, the Client, by its duly authorized representative, has executed this Agreement which becomes effective on the date signed by Client's authorized officer or representative as shown below.

AGREED TO AND ACCEPTED BY:

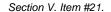
CLIENT:	
BY:	
TITLE:	
DATE:	

END OF TERMS AND CONDITIONS REVISED: April 2024

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Number: 1 Author: ehagen Subject: Highlight Date: 8/21/2025 11:40:56 AM Should change to state of WI since that is where work is being performed.





Trusted Partner. Leading Environmental Solutions.

True North Consultants, Inc. 525 Junction Road, Suite 5800 Madison WI 53717 (608) 234-5092 cvalcheff@consulttruenorth.com QUOTATION

Proposal Date: Proposal #:

09/02/2025 P225-109

Client

City of Dodgeville Mr. Dylan Wadzinski 100 E. Fountain Street Dodgeville, WI 53533

Project

DODGE - Library Environmental Assistance Library Addition 100 E. Fountain Street Dodgeville, Wisconsin 53533

Description	Quantity	Units	Rate	Amount
Environmental Assistance				
Landfill Profiling and Disposal	4	Hour(s)	\$120.00	\$480.00
Earthwork Field Oversight	40	Hour(s)	\$110.00	\$4,400.00
WDNR Notification and Communications	5	Hour(s)	\$120.00	\$600.00
WDNR Notification and Communications	10	Hour(s)	\$190.00	\$1,900.00
Field Materials & Supplies	1	Unit(s)	\$750.00	\$750.00
Mileage	500	Miles	\$0.70	\$350.00
Landfill Profiling Analysis	1	Sample(s)	\$1,200.00	\$1,200.00
Confirmation Soil Sample Analysis	10	Sample(s)	\$250.00	\$2,500.00
Staff Consultant - Reporting	15	Hour(s)	\$120.00	\$1,800.00
Senior Consultant - Reporting	10	Hour(s)	\$150.00	\$1,500.00
Project Executive - Reporting	5	Hour(s)	\$190.00	\$950.00
Estimated WDNR Fees	1	Unit(s)	\$2,000.00	\$2,000.00

Subtotal	\$18,430.00
Total	\$18,430.00

True North Consultants, Inc. (True North) will assist the City of Dodgeville with the contaminated soil issue identified during the construction of the new Public Library building at 100 E. Fountain Street in Dodgeville, Wisconsin (Subject Property). The scope of work includes assisting with obtaining landfill approval for disposal of contaminated soils (profile and laboratory analysis) and providing field oversight during earthwork activities (assumes 5 days of field oversight). Additionally, as warranted, True North will provide notification and communications with the WDNR to manage the case through the WDNR process. As more information is obtained, the scope of work may change and different approaches to WDNR management may become necessary. This project will be billed as a time and materials project on an approximate monthly basis. True North will provide estimated costs for specific scopes of work during the course of the project duration.

Due to the timing of this discovery, True North will work with the City to manage the process as cost effectively as possible while still maintaining momentum of the greater construction activities. Additional work may be required after the construction has been completed and will be addressed at that time through different proposals. This proposal assumes being able to close the site with the WDNR as a No Further Action (NFA) under NR708.

Section V. Item #21.



Trusted Partner. Leading Environmental Solutions.

True North Consultants, Inc. 525 Junction Road, Suite 5800 Madison WI 53717 (608) 234-5092 cvalcheff@consulttruenorth.com

QUOTATION

Proposal Date: Proposal #:

8/21/2025 P225-109

Authorization to Proceed		
 The hereby agree to the proposed scop The attached terms and conditions are Upon execution, this document representation 	e, schedule and fees set forth within. an integral part of this agreement. ents a binding authorization to proceed.	
Client Acceptance (sign below):		
Print Name	Signature:	Date:

Thank You For Your Business!



GENERAL TERMS & CONDITIONS OF SERVICES

1.0 PROPOSAL ACCEPTANCE

The following terms and conditions ("Terms") shall apply to and are the only terms that govern the attached, Proposal or Quotation (collectively, "Agreement") between True North Consultants, Inc. ("True North") and the Client named below ("Client"). Client's acceptance of this Agreement is indicated and acknowledged by the signature of its authorized representative below and on the attached Proposal or Quotation. Any additional terms and conditions proposed by Client are objected to and will not be binding upon True North unless specifically assented to in writing by True North's authorized representative. The Consulting Services provided under this Agreement are not of a legal nature, and True North shall in no event give, or be required to give, any legal advice or legal representation to Client. This Agreement shall not create any rights or benefits to parties other than Client or True North. In the event of a conflict between these Terms and the Proposal or Quotation, these Terms will prevail unless otherwise agreed to by the parties in writing.

2.0 LIMITED WARRANTY

- 2.1 Professional Standard of Care: True North warrants that it will perform the Consulting Services consistent with the level of care and skill ordinarily exercised by other professional consultants in the same locale and under similar circumstances at the same time the Consulting Services are performed. Incorporated into these "Terms" is the State of Wisconsin Department of Administration, Division of Energy, Housing and Community Resources, Flexible Facilities Program (FFP) Project Contract Terms and Conditions, for Prime Contractors and Subcontractors (included as an Addendum).
- 2.2 Exclusive Remedy: True North's sole and exclusive liability and Client's sole and exclusive remedy for breach of this warranty shall be as follows:
 - 2.2.1 True North will use reasonable commercial efforts to promptly cure any breach; provided, that if True North cannot cure such breach within a reasonable time (but no more than thirty (30) days) after Client's notice of such breach, Client may, at its option, terminate the Agreement by service of written notice of termination.
 - 2.2.2 In the event the Agreement is terminated pursuant to Section 2.2.1 above, True North will within thirty (30) days after the effective date of termination refund to Client any fees paid by Client as of the date of termination for the Consulting Services, less a deduction equal to the fees for receipt or use of such Consulting Services up to and including the date of termination on a pro-rated basis.
 - 2.2.3 The foregoing remedy shall not be available unless Client provides written notice to True North of such breach within seven (7) days of knowledge of same.
- 2.3 Disclaimer of Implied Warranties: EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION 2, TRUE NORTH MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE CONSULTING SERVICES UNDER THE AGREEMENT, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE OR OTHERWISE.

3.0 SUBCONTRACTED AND OTHER SERVICES

- 3.1 True North will select reputable subcontractors for certain services ancillary to the Consulting Services hereunder, including but not limited to subsurface drilling, excavations and other explorations, laboratory services, surveys, etc., based on oral or written competitive prices. The subcontractors' invoices shall be billed by True North to Client in accordance with the Agreement. Nothing in this Section 3 shall require that subcontractor services or equipment be obtained through competitive bidding or be available from multiple sources. True North shall not be responsible for the means and methods utilized by its subcontractors.
- 3.2 On occasion, True North engages the specialized services of individual consultants or other companies to participate in a project. When considered necessary, the cost of such services will be billed to Client in addition to True North's fee schedules set forth in the Agreement.

4.0 SITE ACCESS AND SITE CONDITIONS

- 4.1 Client shall grant or obtain free access to the site for all equipment and personnel for True North to perform the Consulting Services Client shall notify any and all possessors of the Project site that Client has granted True North free access to the site. True North will take reasonable precautions to limit damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of the Agreement unless so specified in True North's Proposal. Client is responsible for the accuracy of locations for all subterranean structures and utilities. True North will take reasonable precautions to avoid known subterranean structures, and Client waives any claim against True North, and agrees to defend, indemnify, and hold True North harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate True North for any time spent or expenses incurred by True North in defense of any such claim with compensation to be based upon True North's prevailing fee schedule/expense reimbursement policy set forth in the Proposal.
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- 6.2 Client shall inform True North of any specific third parties or types of third parties that Client believes may ask to rely on True North's Instruments of Service (such parties hereinafter "Authorized Third Parties"), and Client shall not under any circumstances permit such reliance except with True North's express written consent. True North may withhold consent if the third party does not agree, in writing, to: (i) be bound by the terms of this Agreement including, without limitation, any provision limiting True North's liability hereunder, (ii) use such information only for the purposes contemplated by True North in performing its Consulting Services, and (iii) be bound by the qualifications and limitations expressed in the opinions, conclusions, certificate, or report produced as part of the Instruments of Service.
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- Retention Period: True North shall not be obligated to maintain written documents and electronic files relating to its Consulting Services performed for Client under the Agreement for more than five (5) years following completion of the relevant Consulting Services. Upon request of Client and payment of additional compensation, True North may agree to retain records for a longer time period.

7.0 INSURANCE

True North maintains the following insurance coverages: Workmen's Compensation and Auto, as required by applicable law; Commercial General Liability with limits of \$2,000,000 per occurrence and in the aggregate; Pollution Liability with limits of \$2,000,000 per occurrence and in the aggregate; Umbrella with limits of \$6,000,000. True North will furnish certificates of such insurance upon request. In the event Client desires additional insurance coverages or limits, True North may, upon the Client's written request made prior to the performance of Consulting Services, obtain additional insurance (if possible) at Client's expense.

8.0 ALLOCATION OF RISK

- 8.1 Limitation of Liability: IN NO EVENT SHALL TRUE NORTH BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT TRUE NORTH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL TRUE NORTH'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO TRUE NORTH PURSUANT TO THE AGREEMENT. In the event Client makes a claim against True North for any act arising out of the performance of True North's Consulting Services, and fails to prove such claim, then Client agrees to pay all attorney's fees and other costs incurred by True North in defense of such claim.
- 8.2 Mutual Indemnification: Client shall indemnify, defend and hold harmless True North and its officers, directors, agents, employees, affiliates, successors and permitted assigns against any and all suits, actions, legal or administrative proceedings, claims, debts, demands, damages, liabilities, interest, attorney's fees, costs and expenses arising from or related to the performance of Consulting Services under the Agreement and attributable to: i) a breach by Client of its obligations hereunder; ii) Client's violation of any applicable federal, state or local laws or regulations; iii) the act or omission or willful misconduct of Client or anyone acting under Client's direction or control.

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True North shall indemnify, defend and hold harmless Client and its officers, directors, agents, employees, affiliates, successors and permitted assigns against any and all suits, actions, legal or administrative proceedings, claims, debts, demands, damages, liabilities, interest, attorney's fees, costs and expenses arising from or related to the performance of Consulting Services under the Agreement and attributable to: i) a breach by True North of its obligations hereunder; ii) True North's violation of any applicable federal, state or local laws or regulations; iii) the act or omission or willful misconduct of True North or anyone acting under its direction or control. Nothing contained within this paragraph or agreement is intended to be a waiver or estoppel of the Client or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin Law, including but not limited to, those contained within Wisconsin Statutes Sections 893.80, 895.52, and 345.05. To the extent indemnification is available and enforceable, the Client or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin law.

9.0 CHANGE ORDERS

9.1 Client and/or True North shall have the right to modify the scope of Consulting Services, specifications and time requirements set forth in the Proposal, along with an equitable adjustment of the cost and fees for such Consulting Services, as deemed appropriate and agreed to by the Parties hereto. Such modification of Consulting Services shall be in writing, attached hereto and incorporated by reference ("Change Order"). Any requests by Client for deviations from the Consulting Services specified in the Proposal involving increased time, costs or expenses to True North shall be performed only upon execution of a Change Order.

10.0 SAFETY/NOTIFICATION OF HAZARDS

Client shall be obligated to notify True North of any applicable site safety procedures or requirements known to Client, as well as the existence or suspected existence of biological pollutants, hazardous materials, oil, or asbestos in the environment, including, but not limited to the air, soil, and water at the site(s) where Consulting Services will be performed. Client shall advise True North immediately of any information which Client receives regarding the existence of any such hazardous materials or conditions at the site(s) which might present a threat to human health and safety or the environment or impact True North's performance of Consulting Services. True North shall not have any responsibility for the safety of others at the site(s) and Client shall remain responsible and with full authority to take corrective measures to address any safety or hazardous conditions at the site(s). If in True North's opinion, its field personnel are unable to access required locations or perform Consulting Services due to unsafe or hazardous conditions, True North will suspend performance of the Consulting Services until such conditions are addressed by Client, or terminate this Agreement in accordance with Section 15 herein, in which event Client shall pay for suspension and termination expenses in accordance with this Agreement.

11.0 BIOLOGICAL POLLUTANTS

True North's scope of Consulting Services, unless specifically outlined in its written scope of Consulting Services, does not include the investigation or detection of the presence of any biological pollutants in or around or concealed at any structure. Client agrees that True North will have no liability for any claim, of whatever kind or nature, alleged to arise from or be caused by the presence of or exposure to any biological pollutants, in or around or concealed at any structure. In addition, Client shall defend, indemnify, and hold harmless True North from any third-party claim for damages alleged to arise from or be caused by the presence of or exposure to biological pollutants in or around or concealed at any structure.

12.0 SITE CONTROL, CONFIDENTIALITY AND DISCLOSURE

True North shall not assume, by virtue of performing Consulting Services on or near the site, the responsibility or liability for any aspect or condition of the site that may now or later exist to be discovered. In particular, True North shall not assume the responsibility to report to any governmental or regulatory agency the existence of any conditions of the site that may present a threat to human health, safety or the environment. True North will not intentionally divulge information regarding this Agreement, True North's Consulting Services or any Instruments of Service, and which is not in the public domain, except to Client or those whom Client designates. Notwithstanding the foregoing, Client understands that True North will comply with judicial orders and applicable laws and regulations regarding the reporting to the appropriate public agencies of potential dangers to the public health, safety or the environment.

13.0 RCRA/CERCLA COMPLIANCE

Nothing contained in these Terms or the Agreement shall be construed or interpreted as requiring True North to assume the status of a operator, arranger, generator, storer, treater, transporter, or disposal facility within the meaning of the Comprehensive Environmental Compensation and Liability Act, 42 U.S.C.A. 9601, et seq., or the Resource Conservation and Recovery Act, 42 U.S.C.A. 6901, et seq., as amended, or within the meaning of any similar Federal, State, or local regulation or law.

14.0 DELAYS

Delays not the fault of True North or its subcontractors shall result in an extension of the schedule equivalent to the length of delay. If such delays result in additional costs to True North, the total Project cost shall be equitably adjusted by the amount of such additional costs and set forth in an agreed upon Change Order. For purposes of this Agreement, such circumstances include, but are not limited to: unusual weather; floods; epidemics; wars; riots; strikes; lockouts or other industrial disturbances; protest demonstrations; unanticipated site conditions; inability (despite reasonable diligence) to supply personnel, equipment, or material to the project; or the action or inaction of government. Should such circumstances transpire, Client and True North shall exert a best effort to overcome the resulting difficulties and resume performance of the Services as soon as reasonably possible. Delays within the scope of this provision that cumulatively exceed forty-five (45) calendar days shall, at the option of either party, make this Agreement subject to renegotiation or termination.

15.0 TERMINATION

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Client may terminate this Agreement for convenience without penalty, by providing written notice to True North. Client or True North may terminate the Agreement for cause. The party initiating termination shall so notify the other party, and termination shall become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which Party effects termination or the cause thereof, Client shall, within thirty (30) calendar days from receipt of True North's termination invoice, pay True North's fees for Services satisfactorily rendered and costs incurred, in accordance with the applicable Fee Schedule. Client shall pay True North for costs reasonably stemming from termination and post-termination activities including, but not limited to, demobilization, equipment decontamination and/or disposal, and disposal and replacement of contaminated consumables.

16.0 DISPUTE RESOLUTION; CHOICE OF FORUM

If any claims or disputes arise between Client and True North related to the Consulting Services provided by True North or out of or related to this Agreement, the parties shall endeavor to reach resolution through good faith direct discussions between representatives of the parties with authority to resolve the matter. If direct discussions do not result in resolution of the matter, the matter shall be submitted to non-binding mediation as a condition precedent to the institution of legal or equitable proceedings by either party. The cost of the mediation shall be shared equally by the parties, with each party responsible for its own legal or other costs. Any claims arising out of or relating to the Consulting Services provided by True North and/or the relationship between True North and Client shall be asserted only in the state or federal courts located in lowa County or Dane County, Wisconsin. Client hereby unconditionally consents to the jurisdiction and venue of said courts. The prevailing party in any such litigation shall be entitled to recover its costs of defense, including reasonable attorneys' fees.

17.0 MISCELLANEOUS

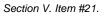
- 17.1 Governing Law: These Terms and all matters arising out of, or related to, the Consulting Services by True North to Client and/or the relationship between True North and Client shall be deemed to have been made and governed by the substantive laws of the State of Wisconsin, without regard to its choice-of-law or conflict-of-laws provisions.
- 17.2 Severability: If any term or provision of these Terms is found to be invalid or unenforceable, the remaining portion of these Terms shall remain in effect, provided that if such invalid or unenforceable portion is an essential part of these Terms, the parties will immediately begin negotiations for a replacement provision consistent with the intent and purpose of these Terms.
- 17.3 Entire Agreement: The terms contained in the attached Proposal and these Terms comprise the entire Agreement between True North and Client concerning the subject matter hereof, and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. No modification, amendment, rescission, waiver or other change of this Agreement or any part thereof shall be binding on True North unless agreed in writing by an authorized officer of True North.
- 17.4 All Rights Reserved: All rights and remedies of True North provided in these Terms are cumulative and not exclusive, and the exercise by True North of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, or in any other agreement between the parties.
- 17.5 No Assignment: The rights and responsibilities of Client hereunder may not be assigned to any third-party without the written consent of True North.
- 17.6 Waste Manifests: If during remedial construction activities waste manifests are required, Client shall provide an authorized person to sign manifests or agrees to provide True North with a written limited power of attorney to sign manifests.
- 17.7 Notice: All notices, requests, demands or claims hereunder shall be in writing. Any notice, request, demand or claim shall be deemed duly given if (and then 2 business days after) it is sent via registered or certified mail, return receipt requested, postage prepaid, and addressed to the designated address of the respective Party. Notice shall be deemed given upon receipt of any notice served personally, via email with receipt of delivery or via express courier with receipt of delivery.
- 17.8 True North shall not be obligated to begin the performance of the Consulting Services until the Proposal and these Terms and Conditions are signed by Client.

IN WITNESS WHEREOF, the Client, by its duly authorized representative, has executed this Agreement which becomes effective on the date signed by Client's authorized officer or representative as shown below.

AGREED TO AND ACCEPTED BY:

CLIENT:				
BY:				
TITLE:				
DATE:				
Version: April 20	24			

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END OF TERMS AND CONDITIONS

REVISED: April 2024

Section V. Item #21.

WISCONSIN FLEXIBLE FACILITIES PROGRAM (FFP) PROJECT CONTRACT TERMS & CONDITIONS

For Prime Contractors and Subcontractors

This document must be included in all construction and non-construction prime contracts and subcontracts for an FFP project.

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Overview:

The Flexible Facilities Program (FFP) is funded by the U.S. Department of Treasury's Capital Projects Fund (CPF), and administered by the State of Wisconsin Department of Administration (DOA) – Division of Energy, Housing and Community Resources (DEHCR). The contracting entity (the "contractor" hereafter) signing the contract to which this document is attached agrees to comply with the requirements of section 604 of the Social Security Act (the Capital Projects Fund Statute), as added by section 9901 of the American Rescue Plan Act of 2021, and guidance issued by the Treasury and DEHCR regarding the foregoing. The contractor also agrees to comply with all other applicable federal statutes, regulations, and executive orders, including but not limited to applicable statutes and regulations prohibiting discrimination in programs receiving federal financial assistance and all applicable federal environmental laws and regulations. The contractor shall provide for such compliance by other parties in any agreements it enters into with other parties relating to the FFP project.

The FFP requirements applicable to the contract award include, without limitation, the following:

- 1. <u>Uniform Cost Principles:</u> Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, other than such provisions as Treasury may determine are inapplicable to the FFP grant and associated contracts, and subject to such exceptions as may be otherwise provided by Treasury or DOA-DEHCR.
- 2. **Recipient Integrity and Performance Matters:** Recipient Integrity and Performance Matters pursuant to which the award term set forth in 2 CFR Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- 3. <u>Conflict of Interest Restrictions:</u> Conflict of interest restrictions and requirements in accordance with 2 CFR Part 200.112, 2 CFR Part 200.318 and 2 CFR Part 200.319(b).
 - **2 CFR Part 200.112.** All conflicts must be disclosed by the contractor to the owner of this contract prior to contract execution, and will be reported to Treasury, as deemed appropriate, by the State of Wisconsin.
 - execution, and will be reported to Treasury, as deemed appropriate, by the State of Wisconsin.

 2 CFR Part 200.318. Entities must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts. No employee, officer, agent, or board member with a real or apparent conflict of interest may participate in the selection, award, or administration of a contract supported by the Federal award. A conflict of interest includes when the employee, officer, agent, or board member, any member of their immediate family, their partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an entity considered for a contract. An employee, officer, agent, and board member of a grantee or subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors. However, the grantee or subrecipient may set standards for situations where the financial interest is not substantial or a gift is an unsolicited item of nominal value. The grantee's or subrecipient's standards of conduct must also provide for disciplinary actions to be applied for violations by its employees, officers, agents, or board members.

 2 CFR Part 200.319(b). To ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids must be
- contractors that develop or draft specifications, requirements, statements of work, or invitations for bids must be excluded from competing on those procurements.
- 4. SAM.gov Debarment and Suspension: OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement) through the System for Award Management (SAM.gov at https://sam.gov/content/entity-information), pursuant 2 CFR Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, subpart B) that the award is subject to 2 CFR Part 180 and Treasury's implementing regulation at 31 CFR Part 19.
- 5. **SAM.gov Records:** "Recipient Integrity and Performance Matters," pursuant to which the award term set forth in 2 CFR Part 200, Appendix XII to Part 200, hereby incorporated by reference, pertaining to entity records on *SAM.gov*.
- 6. Lobbying Restrictions and Disclosure of Lobbying Activities: The new restrictions on lobbying per 31 CFR Part 21. The contractor is to comply with lobbying certification and lobbying disclosure requirements for the FFP project. If the amount of the award under this contract is greater than \$100,000.00, the contractor certifies that to the best of their knowledge and belief, that:
 - (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative

- agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [accessed at: https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/disclosure.pdf].
- (c) The contractor shall require that the language of this certification be included in the contract award documents for all subawards at all tiers (including subcontracts and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

The certification in this contract is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- 7. **Domestic Preference Expectation:** In accordance with the domestic preference provisions of *2 CFR Part 200.322*, the contractor agrees, to the greatest extent practicable and consistent with law, to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- 8. **Build America Buy America (BABA) Exemption (Conditional):** A general exemption has been granted by Treasury from the domestic preference requirements of *Executive Order 14005: Ensuring the Future is Made in All of America by All of America's Workers* (January 25, 2021) and the Build America Buy America Act (*2 CFR 184*, enacted as part of the Infrastructure Investment and Jobs Act on November 15, 2021) for projects funded by the Treasury's Capital Projects Fund (CPF). They are *not applicable* to FFP projects *unless* otherwise triggered by another federal funding source for the CPF-funded project, which is specified in this contract.
- 9. Consideration for Small Businesses, Women-Owned, Minority-Owned, and Disabled Veteran-Owned
 Businesses and Labor Surplus Area Firms: The contractor and their subcontractors (all tiers) shall take all
 affirmative steps to ensure small businesses, woman-owned, minority-owned and disabled veteran-owned
 businesses, and labor surplus area firms are considered for sources of supplies and services in accordance with 2
 CFR Part 200.321 and Department policy, and as defined below:
 - Small Business A business firm that matches the revenue and employment status of a small business in their industry, as specified in 13 CFR Part 121.101 and the North American Industry Classification System (NAICS). Registered small businesses may be found in directories available on the U.S. Small Business Administration website.
 - Minority-Owned Business Enterprise- (MBE)* A firm that is at least 51% owned, controlled, and actively managed by one or more members of an eligible minority group member; is a sole proprietorship, corporation, LLC, or joint ventures; is organized in a for profit basis and currently performing a useful business function; and is not held in trust. If the business is a subsidiary or affiliate, the parent company must be at least 51% owned by a minority or minority owners. Eligible racial ethnic categories include: American Indian, Asian-Indian, Asian-Pacific, Black, Eskimo or Aleut, Hispanic, and Native Hawaiian [Wis. Stat. § 16.287(1) and Wis. Admin. Code §§ 84.01(29)(a-e)].
 - Women-Owned Business Enterprise (WBE)* A firm that is at least 51% owned, controlled, and actively managed by one or more women; is a sole proprietorship, corporation, LLC, or joint ventures; is organized in a for profit basis and currently performing a useful business function; and if held in trust, it must be a woman or women as the owner, beneficiary, and trustee of the trust. If the business is a subsidiary or affiliate, the parent company must be at least 51% owned by a woman or women owners.
 - Disabled Veteran-Owned Business (DVB)* A firm that it least 51% owned, controlled, and actively managed by one or more service-disabled veterans; is a sole proprietorship, corporation, LLC, or joint ventures; is organized in a for profit basis and currently performing a useful business function; and is not held in trust. If the business is a subsidiary or affiliate, the parent company must be at least 51% owned by a service-disabled veteran owner or service-disabled veteran owners. The headquarters must be located in Wisconsin. A disabled veteran is defined as having a Certificate of Release or Discharge from Active Duty (Form DD214); being a resident of Wisconsin; having

16.283(1)(b) and Wis. Admin. Code § 82.22].

- a Disability Rating of at least 0% with the Department of Veteran's Affairs or an Armed Services Branch [*Wis. Stat.* §
 - Labor Surplus Area Firm A business that operates in a "labor surplus area" as designated by the U.S. Department of Labor (USDOL). USDOL publishes a list of LSAs on a fiscal year basis on the USDOL Labor Surplus Area website [https://www.dol.gov/agencies/eta/lsa].
 - *A directory of MBE, WBE and DVB firms may be accessed on the *Wisconsin Supplier Diversity Program* website [https://supplierdiversity.wi.gov/Pages/Home.aspx].
- 10. **Drug-Free Workplace:** The Government-wide Requirements for Drug-Free Workplace, 31 CFR Part 20 is hereby incorporated by reference.
- 11. **Environmental Laws:** Generally applicable federal environmental laws and regulations, as summarized in DOA DEHCR's *FFP Environmental Report Template*.
- 12. Solid Waste Disposal Act: Pursuant to 2 CFR Part 200.323, the contractor represents and warrants that in its performance under the Agreement, contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 13. Clean Air Act: If the contractor's prime contract or subcontract for the FFP project is in excess of \$150,000, the contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387) and agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with the FFP Grant Award. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

14. Protections for Whistleblowers:

- (a) In accordance with 41 U.S.C. § 4712, contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- (b) The list of persons and entities referenced in the paragraph above includes the following:
 - A member of Congress or a representative of a committee of Congress;
 - 2) An Inspector General;
 - 3) The Government Accountability Office;
 - 4) A Treasury employee responsible for contract or grant oversight or management;
 - 5) An authorized official of the Department of Justice or other law enforcement agency;
 - 6) A court or grand jury; or
 - 7) A management official or other employee of Grantee or DOA DEHCR, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- (c) Grantee shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
- 15. <u>Encouraging Seat Belt Use:</u> To promote increasing seat belt use in the United States and pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), contractors are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

- 16. **Reducing Text Messaging While Driving:** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and Grantee should establish workplace safety policies to decrease accidents caused by distracted drivers.
- 17. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment: The FFP funds may not be used to procure or obtain any covered telecommunication and video surveillance services or equipment as described in 2 CFR Part 200.216, including covered telecommunication and video surveillance services or equipment provided or produced by entities owned or controlled by the People's Republic of China and telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- 18. **Publications:** Any publications produced with funds from this contract award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number CFDA # 21.029, awarded to [name of FFP project grantee] via the Wisconsin Department of Administration by the U.S. Department of the Treasury."
- 19. <u>Assurances with Compliance with Civil Rights Requirements:</u> The following equal opportunity and Civil Rights compliance laws for which the associated requirements apply to FFP project contracts:
 - 1. Executive Order 11246 as amended by EO 11375
 - 2. Executive Order 12250
 - 3. Executive Order 13160
 - 4. Executive Order 13166
 - 5. Title VI of the Civil Rights Act of 1964
 - 6. Title IX of the Education Amendments of 1972
 - 7. Section 504 of the Rehabilitation Act of 1973
 - 8. Age Discrimination Act of 1975
 - (a) As a condition of receipt of federal funding under this contract, the contractor provides the following assurances with respect to the fulfillment of the contract:
 - Title VI of the Civil Rights Act of 1964. The contractor will ensure its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
 - 2) Executive Order 13166 Access to Services for Persons with Limited English Proficiency. The contractor acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency" [https://www.justice.gov/crt/executive-order-13166], seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). The contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, contractor shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. The contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the contractor's programs, services, and activities.
 - 3) **LEP Persons Consideration.** The contractor agrees to consider the need for language services for LEP persons when the contractor develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.
 - 4) Civil Rights Act Contract Clause. The contractor acknowledges and agrees that it must require any subcontractors, successors, transferees, and assignees to comply with assurances (1)-(3). above, and

agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between contractor and its subcontractors, successors, transferees, and assignees:

Civil Rights Act Subcontract Clause:

The subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

(b) The contractor shall cooperate with the owner of this contract, the FFP grantee, and the State of Wisconsin FFP in any enforcement or compliance review activities by the U.S. Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions.

20. Equal Opportunity Contract Clause:

Compliance with **state and federal** equal opportunity and nondiscriminatory practices in contracting and employment, per **Wisconsin Statute 16.765**, the **Civil Rights Act of 1964**, and **EO 11246**, as amended, is required.

41 CFR Part 60-1.4(b) Equal Opportunity Clause. [EO 11246, as amended by EO 11375]

Federally assisted construction contracts.

- (a) Law and Provisions. Except as otherwise provided under 41 CFR Part 60, if the contractor has been awarded a construction contract for the federally assisted FFP project, then the contractor shall comply with, and include in all construction subcontracts for the FFP project, the equal opportunity clause provided under 41 CFR Part 60-1.4(b), as listed on the pages that follow. This is required in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- (b) **Contract Language.** Except as otherwise provided, the FFP grantee, grant subrecipient, each prime contractor and each subcontractor is required to agree to the terms and include the following language as a condition of any contract for the FFP project:

The contractor signing this contract hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.

The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided,* however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the contractor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to

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the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order.

In addition, the contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the contractor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such contractor; and refer the case to the Department of Justice for appropriate legal proceedings.

- (c) **Subcontracts.** Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.
- (d) **Inclusion of the equal opportunity clause by reference.** [This is <u>not</u> a provision allowable for or applicable to FFP project construction contractors and subcontractors.]
- (e) *Incorporation by operation of the order*. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.
- (f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.
 [80 FR 54975, Sept. 11, 2015]

Wis. Stat. 16.765 Nondiscriminatory Contracting

Except as otherwise provided under *Wis. Stat. § 16.765*, if the contractor has been awarded a construction contract exceeding \$10,000 for the publicly funded FFP project, then the contractor shall comply with, and include in all construction subcontracts that exceed \$10,000 for the FFP project, the equal opportunity clause provided in this section.

- (1) Grantees, subrecipients, contractors and subcontractors shall include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in § 51.01 (5), sexual orientation as defined in § 111.32 (13m), or national origin and, except with respect to sexual orientation, obligating the contractor to take affirmative action to ensure equal employment opportunities.
- (2) Grantees, subrecipients, contractors and subcontractors shall include the following provision in every contract executed by them:

"In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in \$51.01 (5), sexual orientation or national origin. This provision 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. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause". Pursuant to 2019 Wisconsin Executive Order 1, the contractor agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract or subcontract because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

- (3) Subsections (1) and (2) of § 16.765 shall not apply to contracts to meet special requirements or emergencies, if approved by the Department.
- (4) Grantees, subrecipients, contractors and subcontractors shall take appropriate action to revise the standard contract forms under this section.

- (5) Compliance monitoring and the response to complaints will be conducted in accordance with *Wis. Stat.* \$ 16,765.
- (6) The contractor shall under this contract, if it exceeds \$50,000, submit an Affirmative Action Plan or a Request for Exemption from Submitting an Affirmative Action Plan and a Contractor's Subcontractor List to the Department of Administration (DOA) Division of Enterprise Operations, P.O. Box 7867, Madison, WI 53707-7867 or via email at DOADEOSBOPPrograms@wisconsin.gov within fifteen (15) working days after the execution of their contract. Failure to comply with the conditions of this requirement may result in the declaration of contractor ineligibility, the termination of the contract, and/or the withholding of funds.

21. <u>Labor – Mechanics & Laborers (i.e., Construction Workers)</u>:

- (a) Contract Work Hours and Safety Standards Act (CWHSSA). Where applicable, all contracts awarded for this project financed in whole or in part with the grant award in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §8 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. § 3702 of the Contract Work Hours and Safety Standards Act (CWHSSA), each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Liquidated damages, if applicable, for violations are to be computed based on the guidance on the U.S. Department of Labor (USDOL) CWHSSA website. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
 - i. If such certification is not provided, a contractor must provide a project employment and local impact report detailing:
 - The number of contractors and sub-contractors working on the Project;
 - The number of employees on the Project hired directly and hired through a third party;
 - The wages and benefits of workers on the Project by classification; and
 - Whether those wages are at rates less than those prevailing (As determined by the U.S. Secretary of
 Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly
 known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed
 on projects of a character similar to the contract work in the civil subdivision of the State (or the District
 of Columbia) in which the work is to be performed).
- (b) Davis-Bacon Act (DBA) Exemption (Conditional). Contractors and subcontractors are not subject to Davis-Bacon Act compliance requirements for the FFP project (per an exemption allowed by Treasury for projects funded by the Capital Project Fund) unless DBA requirements are triggered by another funding source for the FFP project. If triggered by another funding source, the DBA requires contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, to pay their laborers and mechanics employed under the contract no less than the prevailing wages and fringe benefits for corresponding work on similar projects in the area, as established by the federal wage rates published on SAM.gov.
- (c) Copeland "Anti-Kickback" Act (40 U.S.C. 3145) Exemption (Conditional). FFP projects are not subject to Copeland "Anti-Kickback" Act compliance requirements unless the project is subject to the Davis-Bacon Act and Federal wages, if triggered by another funding source to the FFP project. The Copeland Act, as supplemented by the U.S. Department of Labor (USDOL) regulations (29 CFR Part 3, Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States), is only applicable to construction projects subject to the Federal wage standards (i.e., Davis-Bacon Act wage requirements). If DBA is triggered by another funding source for the FFP project, the Copeland Act is applicable. The Copeland Act provides that each contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The payroll reporting, monitoring, and recordkeeping specifications of 29 CFR Part 3 would apply.
- (d) Fair Labor Practices Fair Wages, Payroll Reporting, & Monitoring Requirements. Competitive wages and payroll documentation are required for construction laborer and mechanic job classifications. The contractor

Flexible Facilities Program (FFP) Project Contract Terms & Conditions

agrees to ensure workers in a laborer or mechanic job classification are paid wages and benefits in accordance with the applicable provisions summarized as follows:

- If the Davis-Bacon Acts (DBA) is deemed to apply to this contract for the FFP project as required by another funding source other than the Flexible Facilities Program funds (which are not subject to DBRA compliance), then the contractor agrees to comply with all requirements of the DBA, Copeland Anti-Kickback, CWHSSA, and related laws for labor and wages.
- 2) If DBA is confirmed to *not* apply to this contract for the FFP project, the contractor agrees to comply with the requirement of having fair labor practices and fair wages in accordance with the following FFP labor standards:
 - If the laborer or mechanic is a member of a collective bargaining agreement, the laborer or mechanic shall be paid wages and benefits in accordance with the collective bargaining agreement.
 - If the laborer or mechanic is not a member of a collective bargaining agreement, the laborer or mechanic is entitled to wages and benefits in accordance with whichever is the higher of:
 - Their regular hourly wage and fringe benefits rate for other similar work they perform for the contractor;
 - An hourly wage rate (including cash wage plus fringe benefits rate) not less than a total wage and fringe hourly rate of **\$17.75 per hour**.
 - Apprentices shall be compensated according to the provisions of their Federal or State recognized apprenticeship documentation.
- 3) The contractor agrees to provide payroll documentation for its employees and payroll documentation for its subcontractors' employees working on the project to verify fair labor practices, including providing certified payroll records to the owner of this contract no later than seven (7) days after the conclusion of each payroll period for all pay periods in which their employees work on the FFP project. Records are to be submitted weekly or bi-weekly, depending on the contractor's regular payroll cycle.

In accordance with the CWHSSA recordkeeping requirements specified on the *USDOL CWHSSA guidance*, the payroll documentation will include the following:

- Contractor/employer company name;
- Payroll period dates;
- Employee names for each laborer or mechanic working on the FFP project for construction (i.e., new construction, renovation, rehabilitation, expansion, demolition, and related infrastructure and equipment installation at the FFP project site)
- Each employee's unique identification (ID) number (the assigned employee ID number or last four digits of their social security number);
- Each employee's address
- Each employee's telephone number
- Each employee's job classification for work performed
- Number of hours each employee worked per day and total hours worked each week on the FFP project;
- Hourly rate of pay, including the hourly wage rate for straight-time (ST) hours (hours worked that total 40 and less during the work week) and overtime (OT) hours (hours worked over 40 in the work week);
- The total gross wages amount earned, and net wages amount paid to the employee after deductions;
- Hourly fringe benefits rates, including the hourly rate cash equivalent of each fringe benefit;
- Payroll deductions made for the pay period; and
- Additional payroll supporting documentation related to wages, fringe benefits plans and rates, records of
 payments made to employees and fringe benefits plans, and deductions (types, employee
 authorizations, etc.) on file, which must be provided upon request to the grantee, subrecipient, DOA, the
 U.S. Department of Treasury, and/or other state and federal agencies.
- (e) Labor Standards Records Retention. Contractors must maintain these records during the course of the work and for a period of three (3) years after all the work on the prime contract is completed. They also must be made available to the contracting agency (including Department of Treasury and the State of Wisconsin, FFP grantee and subrecipient, if applicable) and the Department of Labor upon request. [Note: Grantees must retain all records for the FFP project, including the contracting and payroll and related records collected from contractors for seven (7) years in accordance with the FFP requirements.]

Section V. Item #21.

- 22. Termination Clauses in Contracts: All contracts made by the contractor and owner of this contract under a federal award, as applicable must contain the contract provisions required under 2 CFR Part 200, Appendix II to Part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Specifically, contractor must ensure that all subcontracts in excess of \$10,000 address termination for cause and for convenience, including the manner by which it will be affected and the basis for settlement.
- 23. Records and Inspection: The contractor shall maintain records and financial documents sufficient to evidence compliance with the Treasury Capital Projects Fund Statute, the Uniform Guidance, this contract and the FFP. The grantee, subrecipient (if applicable), the State of Wisconsin, Treasury Office of Inspector General, the Government Accountability Office, Treasury, and their authorized representatives, shall have the right of access to records (electronic and otherwise) of the contractor related to the FFP grant in order to conduct inspections, audits or other investigations. This right also includes timely and reasonable access to the contractor's personnel for the purpose of interview and discussion related to such documents.
- 24. **General Compliance:** The contractor agrees to comply with the FFP, CPF Statute and the Guidance and all other applicable federal statutes, regulations, and executive orders, including but not limited to applicable statutes and regulations prohibiting discrimination in programs receiving federal financial assistance and all applicable federal environmental laws and regulations, and the contractor shall provide for such compliance in any agreements it enters into with other parties relating to the FFP project.
- 25. False Statements: The contractor understands that making false statements or claims in connection with this contract is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.



421 S Nine Mound Road Verona, WI 53593

W228 N2792 Duplainville Road Waukesha, WI 53186

1-833-928-1429

Proposal Number 1038188

Customer Information:

Daniels Construction Co Inc 919 Applegate Rd Madison, WI53713 608-515-6658 gabby.recob@danielsco.com

Job Site Contact Information:

139 S. Iowa Street Dodgeville53533 Jeff 608-515-6658

gabby.recob@danielsco.com

Proposal Prepared By:

Section V. Item #22.

Jesse Garcia (608) 732-5596 jgarcia@zandersolutions.com

Scheduling:

For all scheduling questions, please contact us at:

resscheduling@zandersolutions.com

608-833-6620

Description	Price
• Sloped Ceiling Insulation - Add 1" of closed cell spray foam while filling in the many holes form previous insulation install done by others. approx. 6400 sq. ft.	\$14,600.00
The final product will still be very ununiform as we are only adding approx. 1" of coverage to the existing. More importantly we will be filling the deep holes in the existing.	
Optional Fire protection: Add DC-315 fire rated paint. approx. 6400 sq. ft.	\$7,118.00
Total	

Total \$0.00

Instructions:

• select desired items from the above menu by checking the boxes next to the option. The total will reflect the selected items. To move forward with the selected work a signature will be required prior to scheduling.

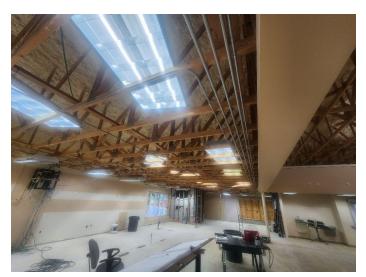
Additional Notes:

• Please allow 3-5 working days for our scheduling department to contact you after a signature and deposit has been made.















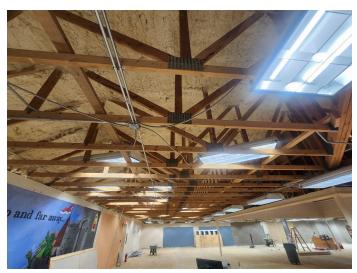


















Section V. Item #22.

Customer Signature & Date / Electronic Payment

Wisconsin Lien Law

Standard Wisconsin Lien Law Language

As required by the Wisconsin construction lien law, owner is hereby notified that persons or companies performing, furnishing or procuring labor, services, materials, plans, or specifications for the construction owner's land may have lien rights on owners land and buildings if they are not paid. Those entitled to lien rights, in addition to Zander Solutions, Inc. are those who contract directly with owner or those who are required to and do give owner notice within sixty (60) days after they first perform, furnish or procure labor, services materials, plans or specifications for the construction. Accordingly, owner probably will receive notices from those who perform, furnish or procure labor, services, materials, plans or specifications for the construction, and should give a copy of each notice received to owner's mortgage lender, if any. Zander Solutions, Inc. agrees to cooperate with owner and owner's lender, if any, to see that all potential lien claimants are duly paid.

Terms & Conditions

The above prices, specifications, terms, and conditions, including attached ZANDER SOLUTIONS STANDARD TERMS AND CONDITIONS, are satisfactory and accepted. You are authorized to do the work as specified. Payment will be made as specified. I acknowledge that I have received from Zander a copy of NOTICE REGARDING RIGHT TO RECEIVE LIEN WAIVERS and a copy of the Wisconsin 'Right to Cure Law' brochure. Payment is due on substantial completion of the work as specified. Customer may not take any deductions from payments due Zander, unless Customer has received a written credit memorandum from Zander authorizing that deduction. All past due payments are subject to finance charges equal to 1.5% per month for each month or fraction thereof elapsed after the date due on all amounts past due from the date due until the date of payment. In addition, Customer will reimburse Zander on demand for all costs and expenses, including reasonable attorney's fees, incurred by Zander in collecting any past due obligations from Customer. This information is confidential and intended solely for addressees. Any unauthorized access, use, reproduction, or dissemination is prohibited.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications involving extra work will be executed only upon written orders, and will become an extra charge over and above quoted price. Customer to carry fire and casualty and general liability insurance. Zander's employees are fully covered by Workman's Compensation Insurance. This Proposal is subject to delays occasioned by strikes, fires, accidents or any other cause beyond Zander's reasonable control. This Proposal is covered by and subject to ZANDER SOLUTIONS STANDARD TERMS AND CONDITIONS. Acceptance of the Proposal is expressly limited to all the terms of the Proposal. No additional or different terms offered by Customer shall be or become a part of the Proposal, without the express written approval of Zander. The Proposal may be withdrawn by Zander before it is accepted, and the Proposal will be deemed withdrawn unless it is accepted by Customer within thirty (30) days from the date of the Proposal.