



Agenda
Library Board of Trustees Meeting
Monday, April 14, 2025 at 5:00 PM
City Hall Council Chambers, 100 E Fountain St,
Dodgeville, WI

MEETING DULY POSTED

I. AGENDA & MINUTES APPROVAL

- [1.](#) Minutes of the March 10, 2025 Meeting

II. PUBLIC COMMENT

III. TREASURER'S REPORT

- 2. Acceptance of the Bills
- [3.](#) 2025 YTD Financial Report

IV. LIBRARIAN'S REPORT

- 4. Director's Report
- 5. Building Committee Update
- 6. Fundraising Committee Update
- 7. Friends of the Library Update

V. OLD BUSINESS

- [8.](#) Discussion of contract with HAMMEL, GREEN, AND ABRAHAMSON, INC. (HGA) for the architectural design and construction document creation services for the library remodel and addition.

VI. NEW BUSINESS

- [9.](#) Discussion of Revised Flexible Facilities Grant Agreement
- [10.](#) Review of estimates for moving library
- 11. Discussion of temporary sites for children's programming

VII. UPCOMING MEETINGS

VIII. ADJOURN

- 12. 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.

DODGEVILLE PUBLIC LIBRARY BOARD OF TRUSTEES MEETING

Monday, March 10, 2025 at 5:00 PM

The Dodgeville Public Library Board of Trustees met on Monday, January 13, 2025 at 5:00 p.m.

Present: Jody Vanderloo, Lisa Spady, Mary Wepking, Nancy Howard, Deb Haag, Roxanne Reynolds-Lair, Ryne Ponsler, Carrie Portz-Library Director, Carol Murphy-Asst. Director

Agenda and Minutes Approval: Jody Vanderloo called the meeting to order at 5:00 p.m. and there being no objections declared the meeting duly posted. The agenda for this meeting was declared approved and the February 10, 2025 meeting minutes were approved with no objections.

Public Comment: Director Carrie Portz announced that Kari McSherry has reluctantly submitted her resignation from the board for personal schedule reasons. The board unanimously accepted Kari McSherry's resignation from the board.

Treasurer's Report: Motion by Nancy Howard to approve the bills. Second by Mary Wepking. All in favor. Motion carried.

YTD 2025 Financial Statement: Portz reported that no percents are above expected two months into the year. Exceptions: Advertising is high because of the Community Conversation event. Periodicals are high because we order all periodicals at one time for the year.

Reports and Updates

1. Director's Report: Carrie Portz had several meetings in February and the beginning of March. An FFP update: Grant contract submitted! Open records request – as of 3/7/25 no Federal funds received by the state. Carrie completed an Introduction to Excel through Gale courses. On 2/11 there was a great staff meeting. Icebreakers allowed the staff to meet each other. Customer service points and the new library were discussed. Carol Murphy is taking two Gale courses – Nonprofit Fundraising Essentials and Using Social Media in Business. Carol Gleichauf attended a SWLS Summer Library Program planning meeting. Visibility: Carol M and Carrie attended the annual Chamber of Commerce dinner. The library will be hosting the "Commerce After 5" Chamber event. Collaborations: Carol Gleichauf is working with 4H on 3 after school programs to start next month. Collaboration with the Dodgeville School District, Iowa County Health Dept, Mark Williamson, pastor of Grace Lutheran Church to hold a community conversation on April 3rd around the book "The Anxious Generation" by Jonathan Haidt. Will be talking with Merrimac & Main and St. Joseph's school as possible host sites for storytime and Lego program. Ongoing projects: Level 2 - Website update is approximately 50% complete. Working on a Fundraising Launch. Level 3 – budget work, moving plans – meeting

with 3rd and 4th moving companies for quotes. The temp site layout is 75% complete. Our logo/branding work is temporarily on hold.

2. Building Committee Update: Final construction document set of drawings will be reviewed on 3/14/25. A final cost estimate is due next week. We are currently on track to go out for bid on 3/25, close on 5/05 with council review on 5/06.

3. Fundraising Committee Update: The Community Conversation video is on our new Dodgeville Public Library YouTube channel. Community Conversation photos are on Facebook. As well, the TikTok trailer video is on Facebook and Instagram. In the process of preparing fundraising materials: letter, pledge card, brochure, newsletter. Developing a list of potential donors to approach. The Dodgeville Public Library will be hosting the Commerce After 5 event on 3/12.

4. Friends of the Library Update: Held a recent meeting to review bylaws. Meeting again in early April to elect officers. Working on new member recruitment.

New Business

Review of draft agreement between City of Dodgeville and architect, HGA, for the Library Building Project. This is still in review with the city attorney. City Council needs to review yet as well.

Old Business

None

Upcoming Meetings: April 14th, 2025 at 5:00 pm

Adjourn Motion by Nancy Howard to adjourn. Second by Lisa Spady. All in favor. Motion carried. Meeting adjourned at 5:52 pm.

Respectfully submitted by Carol Murphy

Account Number	Account Title	YTD	Budget	Variance	% Budget
150 - SPECIAL PURPOSE LIBRARY FUND					
150-55115-000-000	LIBRARY - OPERATING EXPENSE(E)	19.57	.00	-19.57	100.00%
150-55115-110-000	LIBRARY - WAGE ACCOUNT(E)	76,997.09	351,182.00	274,184.91	21.92%
150-55115-111-000	LIBRARY - SOC & MEDICARE(E)	5,572.40	26,900.00	21,327.60	20.71%
150-55115-112-000	LIBRARY - RETIREMENT(E)	3,977.10	17,900.00	13,922.90	22.21%
150-55115-113-000	LIBRARY - HEALTH INSURANCE(E)	17,755.80	71,100.00	53,344.20	24.97%
150-55115-114-000	LIBRARY - DENTAL INSUR(E)	1,098.54	4,395.00	3,296.46	24.99%
150-55115-115-000	LIBRARY - VISION CARE(E)	750.00	1,500.00	750.00	50.00%
150-55115-116-000	LIBRARY - HEALTH INS. ADMIN(E)	.00	.00	.00	100.00%
150-55115-117-000	LIBRARY - LIFE INS.(E)	135.81	650.00	514.19	20.89%
150-55115-118-000	LIBRARY - AFLAC INSUR(E)	499.92	2,000.00	1,500.08	24.99%
150-55115-200-000	LIBRARY- PROFESSIONAL SERVICES(E)	.00	.00	.00	100.00%
150-55115-300-000	LIBRARY SUPPLIES & EXPENSES(E)	.00	.00	.00	100.00%
150-55115-400-000	LIBRARY - EDUCATION(E)	.00	.00	.00	100.00%
150-55115-500-000	LIBRARY - PROGRAMMING(E)	.00	.00	.00	100.00%
150-57610-000-000	LIBRARY-TECH & EQUIP OUTLAY(E)	.00	.00	.00	100.00%
150-57615-000-000	LIBRARY - BUILDING PRJ OUTLAY(E)	.00	.00	.00	100.00%
150-55525-000-000	GRANTS - EXPENSE ACCOUNT(E)	.00	.00	.00	100.00%
150-55115-390-000	ANNEX-OTHER SUPPLIES & EXPENSE(E)	.00	.00	.00	100.00%
150-55716-000-000	LIBRARY OUTREACH EXP ACCT(E)	.00	.00	.00	100.00%
150-55115-223-000	LIBRARY- TELEPHONE(E)	256.10	1,200.00	943.90	21.34%
150-55115-221-000	LIBRARY- ELECTRIC(E)	1,596.89	4,500.00	2,903.11	35.48%
150-55115-222-000	LIBRARY- WATER/SEWER(E)	333.49	1,500.00	1,166.51	22.23%
150-55115-224-000	LIBRARY- COPIER COSTS(E)	1,053.85	4,500.00	3,446.15	23.41%
150-55115-225-000	LIBRARY- TEACH (Internet)(E)	.00	1,200.00	1,200.00	0.00%

Account Number	Account Title	YTD	Budget	Variance	% Budget
150-55115-231-000	LIBRARY- SWLS NetSW(E)	.00	16,476.00	16,476.00	0.00%
150-55115-232-000	LIBRARY- SWLS Tech Services(E)	.00	2,097.00	2,097.00	0.00%
150-55115-233-000	LIBRARY- WiLS(E)	.00	199.00	199.00	0.00%
150-55115-234-000	LIBRARY- WISCAT(E)	.00	200.00	200.00	0.00%
150-55115-311-000	LIBRARY - OFFICE SUPPLIES(E)	396.73	3,500.00	3,103.27	11.33%
150-55115-312-000	LIBRARY - ADVERTISING(E)	121.00	300.00	179.00	40.33%
150-55115-313-000	LIBRARY - POSTAGE(E)	.00	400.00	400.00	0.00%
150-55115-321-000	LIBRARY - BOOKS & MATERIALS(E)	2,566.23	31,500.00	28,933.77	8.14%
150-55115-322-000	LIBRARY - VISUAL(E)	218.38	1,500.00	1,281.62	14.55%
150-55115-323-000	LIBRARY - AUDIO(E)	749.13	3,500.00	2,750.87	21.40%
150-55115-324-000	LIBRARY - INTERACTIVE(E)	.00	800.00	800.00	0.00%
150-55115-325-000	LIBRARY - PERIODICALS(E)	1,771.45	2,000.00	228.55	88.57%
150-55115-326-000	LIBRARY - NEWSPAPERS(E)	213.80	1,500.00	1,286.20	14.25%
150-55115-327-000	LIBRARY - eMaterials (WPLC)(E)	.00	6,377.00	6,377.00	0.00%
150-55115-328-000	LIBRARY - DATABASES(E)	.00	2,000.00	2,000.00	0.00%
150-55115-331-000	LIBRARY - EQUIPMENT(E)	50.00	3,000.00	2,950.00	1.66%
150-55115-341-000	LIBRARY - CUSTODIAL SUPPLIES(E)	.00	100.00	100.00	0.00%
150-55115-351-000	LIBRARY - BUILDING MAINTENANCE(E)	.00	2,000.00	2,000.00	0.00%
150-55115-361-000	LIBRARY - TRAINING & EDUCATION(E)	166.77	3,000.00	2,833.23	5.55%
150-55115-371-000	LIBRARY - PROGRAMMING(E)	211.95	6,200.00	5,988.05	3.41%
150-55115-381-000	LIBRARY - OUTREACH(E)	.00	1,000.00	1,000.00	0.00%
150-55115-391-000	LIBRARY - ANNEX UTILITIES(E)	.00	3,300.00	3,300.00	0.00%
150-55115-392-000	LIBRARY - ANNEX RENT(E)	1,950.00	7,800.00	5,850.00	25.00%
150-55115-393-000	LIBRARY - ANNEX MAINTENANCE(E)	.00	200.00	200.00	0.00%
150-55115-394-000	LIBRARY - ANNEX INTERNET(E)	209.97	950.00	740.03	22.10%

Account Number	Account Title	YTD	Budget	Variance	% Budget
150-55115-395-000	LIBRARY - ANNEX SUPPLIES(E)	.00	100.00	100.00	0.00%
150-55115-510-000	LIBRARY -INSURANCE PROP & LIAB(E)	351.75	3,500.00	3,148.25	10.05%
Total Expenditure:		119,023.72	592,026.00	473,002.28	
150-40000-000-000	ASSIGNED FUNDS/CARRYOVER(R)	.00	.00	.00	100.00%
150-41110-000-000	PROPERTY TAXES(R)	.00	-443,916.00	-443,916.00	0.00%
150-43525-000-000	GRANTS(R)	-1,350.00	-2,400.00	-1,050.00	56.25%
150-45110-000-000	FINE - OVERDUE(R)	-75.93	-100.00	-24.07	75.93%
150-46100-000-000	COPIES(R)	-505.48	-2,500.00	-1,994.52	20.21%
150-46715-000-000	LIBRARY - COUNTY AID(R)	.00	-128,228.00	-128,228.00	0.00%
150-46810-000-000	REIMBURSEMENTS(R)	-4.50	.00	4.50	100.00%
150-46900-000-000	SW WI LIBRARY SYSTEM(R)	.00	.00	.00	100.00%
150-48100-000-000	TEMPORARY INVESTMENTS INTEREST(R)	-1,164.89	-2,000.00	-835.11	58.24%
150-48500-000-000	DONATIONS FROM ORGANIZ.& INDIV(R)	-334.17	-3,500.00	-3,165.83	9.54%
150-49000-000-000	TECH & EQUIP FUND(R)	.00	.00	.00	100.00%
150-46820-000-000	LIBRARY ANNEX(R)	.00	.00	.00	100.00%
150-46716-000-000	LIBRARY - CO AID-OUTREACH(R)	-128,198.71	.00	128,198.71	100.00%
Total Revenue:		-131,633.68	-582,644.00	-451,010.32	
Total 150 - SPECIAL PURPOSE LIBRARY FUND:		-12,609.96	9,382.00	21,991.96	

Account Number	Account Title	YTD	Budget	Variance	% Budget
160 - CAPITAL PROJECT FUND					
160-57610-000-000	LIBRARY BUILDING PRJ OUTLAY(E)	337,989.49	.00	-337,989.49	100.00%
Total Expenditure:		337,989.49	.00	-337,989.49	
Total 160 - CAPITAL PROJECT FUND:		337,989.49	.00	-337,989.49	
Total:		325,379.53	9,382.00	-315,997.53	

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twenty-fifth day of January in the year 2025
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

CITY OF DODGEVILLE
100 East Fountain Street
Dodgeville, Wisconsin 53533

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

HAMMEL, GREEN, AND ABRAHAMSON, INC. (HGA)
333 East Erie Street
Milwaukee, Wisconsin 53202

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

Dodgeville Public Library Addition and Renovation
Renovation of approx. 13,400 SF and the addition of approximately 7,000 SF to the existing Dodgeville Public Library at 139 South Iowa Street and Dodgeville City Hall building located at 100 East Fountain Street in Dodgeville, Wisconsin. The Library and City Hall currently share the existing building with City Hall on the lower level and the Library on the upper level. The proposed plan is for City Hall to relocate to the Armory Building and the Public Library will occupy the entire existing building and then add an addition which will feature a community center with library space and with the goal of relocating the parking area.
HGA Commission No.: 3757-004-00

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

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

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

Per the reviewed Design Development Cost Estimates (attached hereto as Exhibit B) the Owner's Cost of the Work is estimated to be \$10,781,829

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

.1 Design phase milestone dates, if any:

Kick-off	October 24, 2024
Schematic Design	October 21 – December 6, 2024
Design Development	December 9 – January 24, 2025
Construction Documents	January 27 – March 21, 2025
Bidding	March 27, 2025 – May 1, 2025

.2 Construction commencement date:

June 9, 2025

.3 Substantial Completion date or dates:

September 1, 2026

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive bid

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

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Carrie Portz
Director of Dodgeville Public Library
Email: dpldirector@swls.org
Telephone: 608-935-3728

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

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

.1 Geotechnical Engineer:

.2 Site Survey:

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Kevin Allebach, RA – Vice President & Principal-in-Charge; KAllebach@hga.com; Mobile: 414-520-6513
Summer Stetzik – Project Manager; ssstetzik@hga.com; Direct Office: 414-278-3448
333 East Erie Street
Milwaukee, Wisconsin 53202

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

.2 Mechanical Engineer:

.3 Electrical Engineer:

§ 1.1.11.2 Consultants retained under Supplemental Services:

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000) for each occurrence and two million dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.

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

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy.

§ 2.5.4 Workers' Compensation at statutory limits.

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

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than five million dollars (\$ 5,000,000) per claim and ten million dollars (\$ 10,000,000) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary architectural and interior design, structural, mechanical, electrical, and plumbing engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, or factors beyond the Architect's control, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies

discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 If requested by the Owner, the Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 If requested by the Owner, the Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents, not for substitution for or deviation from the requirements of the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 In accordance with standard industry practice, the Contract Documents may require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment. Contractor-provided design may include, without limitation, the design of component, specialty or proprietary systems (e.g., exterior metal studs, curtain wall, seismic restraints for non-structural components, etc.). To the extent such Contractor-provided designs are required, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract Documents and assembled by and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect’s knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect’s inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been found to be achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	
§ 4.1.1.5 Site evaluation and planning	
§ 4.1.1.6 Building Information Model management responsibilities	Architect; Basic Services
§ 4.1.1.7 Development of Building Information Models for post construction use	
§ 4.1.1.8 Civil engineering	Architect; Additional Services
§ 4.1.1.9 Landscape design	Architect; Additional Services
§ 4.1.1.10 Architectural interior design	Architect; Basic Services

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.11 Value analysis	
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13 On-site project representation	
§ 4.1.1.14 Conformed documents for construction	
§ 4.1.1.15 As-designed record drawings	Architect; Basic Services
§ 4.1.1.16 As-constructed record drawings	
§ 4.1.1.17 Post-occupancy evaluation	
§ 4.1.1.18 Facility support services	
§ 4.1.1.19 Tenant-related services	
§ 4.1.1.20 Architect's coordination of the Owner's consultants	
§ 4.1.1.21 Telecommunications/data design	Architect; Additional Services
§ 4.1.1.22 Security evaluation and planning	
§ 4.1.1.23 Commissioning	
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25 Fast-track design services	
§ 4.1.1.26 Multiple bid packages	
§ 4.1.1.27 Historic preservation	
§ 4.1.1.28 Furniture, furnishings, and equipment design	Architect; Additional Services
§ 4.1.1.29 Other services provided by specialty Consultants	
§ 4.1.1.30 Other Supplemental Services	
§ 4.1.1.31 Audio-Visual Design	Architect; Additional Services
§ 4.1.1.32 Multiple Bid Packages	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

.1 Building Information Modeling. As a Basic Service and as part of its design process, the Architect will use building information modeling ("BIM") tools to create one or more BIM Models which will be used to generate a portion of the signed and sealed Construction Documents. The BIM Model(s) will be provided to the Contractor(s) for their convenience upon such Contractor's execution of Architect's Digital Model Sharing Agreement, but the BIM Model(s) prepared for the Project will not be deemed Construction Documents. The parties understand that the BIM Model(s) prepared for this Project are not intended for direct use as construction documentation, and that after the BIM Model(s) are provided they can become digitally corrupted without detection, can be modified without the knowledge of the Architect, may not be readable by the Owner, Contractor(s) or others due to file format incompatibilities, and may be modified by the Architect after the BIM Model(s) are transferred. The parties understand and acknowledge that these risks are inherent with any use of the BIM Model(s) and that the use of the BIM Model(s) may not result in the detection of all potential conflicts between elements during actual construction of the Project and may not accurately reflect quantities, surface areas or volumes necessary to complete or estimate the cost of the Work. At the end of the Project, the final BIM Model will be provided to the Owner for its retention and use subject to the above-reservations.

.2 Civil Engineering. As an Additional Service provide site demolition plans, grading plans, parking and site plans, storm water analysis, calculations and design, site utilities, parking lot lighting and site plaza design, as well as all construction details. The civil engineer would work through the SD, DD and CD packages providing a review and pricing set at each phase. The civil engineer will meet with Dodgeville Public Works to coordinate with the City requirements and will provide Construction Administration Services during the construction phase.

.3 Landscape Architecture. As an Additional Service, work with the Architectural and Civil team to provide a landscape documentation on the plaza, parking lot and along the green areas proposed along Iowa and Fountain Streets. The landscape architect would work through the SD, DD and CD packages providing a review and pricing set at each phase. The landscape architect will meet with Dodgeville Public Works to coordinate with the City requirements and will provide Construction Administration Services during the construction phase.

.4 Architectural Interior Design. As a Basic Service, the Architect shall provide Architectural Interior Design Services for the selection of finishes which will be based on using the palette of colors and finishes as developed for the Branding Study. The palette of materials will be incorporated as appropriate for this Project. This service includes one (1) final sign-off meeting.

.5 As-Designed Record Drawings. The Architect shall provide a set of Documents that incorporates the changes which were formally issued via Supplemental Instructions (SIs), Requests for Proposals (RFPs), or other formal method, significant changes shown in the Contractors' as-built mark-ups will also be incorporated.

.6 Telecommunications / Data Design. As an Additional Service work with the library team to develop a technology design that address the needs of the new library including the in the community center, new business center and telehealth rooms. HGA will provide the engineering and documentation of the following:

- Structured Cabling System
 - Design and specification of data cabling serving the areas of renovation and new construction expansion, terminating in an existing Telecommunication Room.
 - It is assumed that there is adequate space for the new cabling to terminate within existing equipment racks located in the existing Telecommunication Room.
- Electronic Security Systems
 - Video Surveillance systems including expanding the organization's existing video management system, adding new cameras and cabling to monitor adjust monitoring within the renovated areas and in the new construction expansion areas. It is assumed that the new parking lot areas will be monitored via cameras mounted to the building.
 - Electronic Access Control design and specification
- Audio-visual (AV) System
 - Design and specification of audiovisual systems serving the Community and Children's Program Room, Study/Collaboration Rooms, Conference Room, Business Center and Telehealth Conference Rooms and digital signage locations throughout the new and existing spaces.
 - Design and specification of an overhead paging system, expanding the existing Library's existing system.
- Produce a specification narrative for the SD Set and Specifications and Drawings as the architectural floor plans advance through the DD and CD phases. The Technologies Team will review shop drawings and respond to RFI's during the Construction Administration Phase.

.7 Furniture Design. Architect will work with you to inventory your existing shelving and furniture and then work with your team on the selection/procurement of new shelving and furniture – including specifications that detail the selections with their finishes and fabrics and includes bidding and punch list services.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors or other necessary third parties;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect; *or*
- .12 Providing the services of special inspectors.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect may provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice and the Architect shall not be required to continue providing such Services.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 one monthly visit to the site by the Architect during construction
- .3 two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 one (1) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed by September 30, 2026, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions, provide information, and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

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

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

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as

the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

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

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

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

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

§ 5.16 The Owner shall be responsible for all permits necessary for the operation and maintenance of the completed Project.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4 and the Architect provided all estimates of the Cost of Work, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner shall remove the author's seals, certifications and identification from the Instruments of Service and hereby releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of

Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner’s sole risk and without liability to the Architect and the Architect’s consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party’s termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect’s services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

[X] Arbitration pursuant to Section 8.3 of this Agreement

☐ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

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

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any

expenses incurred in the interruption and resumption of the Architect’s services. The Architect’s fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, or part thereof, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect’s services. The Architect’s fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days’ written notice.

§ 9.4 Either party may terminate this Agreement upon not less than thirty (30) days’ written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than thirty (30) days’ written notice to the Architect for the Owner’s convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect’s termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

- .1

Termination Fee:

Five percent (5%) of the total Basic and Supplemental Services fee as described in Section 11.1
- .2

Licensing Fee if the Owner intends to continue using the Architect’s Instruments of Service:

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner’s rights to use the Architect’s Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction’s choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner’s rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site, including, but not limited to, asbestos, polychlorinated biphenyl (PCB), mycotoxins and bacterial substances.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
 (Insert amount)

Stipulated Sum of \$626,500, plus Reimbursable Expenses. Fee by phase is as follows:

Schematic Design	\$ 93,975
Design Development	\$137,830
Construction Documents	\$250,600
Bidding	\$ 18,795
Construction Administration	\$125,300

- .2 Percentage Basis
 (Insert percentage value)

() % of the Owner’s budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect’s Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Included in Section 11.1.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Civil Engineering as detailed in §4.1.2.1.2 on a Stipulated Sum basis in the amount of \$49,750.
Landscape Architecture as detailed in §4.1.2.1.3 on a Stipulated Sum basis in the amount of \$12,750
Telecommunications / Data Design as detailed in §4.1.2.1.6 on a Stipulated Sum basis in the amount of \$39,500
Furniture Design as detailed in §4.1.2.1.7 on a Stipulated Sum basis in the amount of \$59,500.

Future Additional Services shall be at the rate of 2.55 times the Direct Personnel Expense (DPE) of Architect’s personnel providing the Services unless mutually agreed upon otherwise.

DPE is defined as the direct salaries of the Architect’s personnel engaged on the Project and the portion of cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus twenty percent (20%), or as follows:
(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (15	%)
Design Development Phase	Twenty-two	percent (22	%)
Construction Documents Phase	Forty	percent (40	%)
Procurement Phase	Three	percent (3	%)
Construction Phase	Twenty	percent (20	%)
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on

those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants are available upon request. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

See Exhibit B attached hereto.

(Table deleted)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services, unless specifically stated otherwise in Section 11.1, and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner’s prior written approval, the Architect’s consultants’ expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect’s consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants plus zero percent (0 %) of the expenses incurred.

§ 11.9 Architect’s Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of (\$) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner’s account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect’s payments to the Certifying Authority shall be credited to the Owner’s account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect’s invoice. Amounts unpaid thirty (30)

days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

1 % per month. Objections to invoices not made in writing within 30 days of invoice date are deemed waived.

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect’s compensation for any claimed damage or expense or to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

§12.1 All notices, requests, demands, and other communications required herein to be in writing shall be deemed to have been duly delivered after being delivered or mailed by first class to the other party at the address specified on page 1.

§12.2 The failure of one party to insist upon or enforce, in any instance, strict performance by the other party of any of the terms of this Agreement, shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or right on any future occasion.

§12.3 In no event shall either party have any claim or right against the other party for any failure of performance where such failure of performance is caused by or is the result of causes beyond the reasonable control of the party due to any occurrence commonly known as a "force majeure," including, but not limited to: acts of God; fire, flood, or other natural catastrophe; acts of any governmental body; labor dispute or shortage; national emergency; epidemic or pandemic; quarantine restrictions; insurrection; riot; act of terror or terrorism; war; or invasion.

§12.4 Limitation of Liability – To the fullest extent permitted by law, the total liability, in the aggregate, of Architect and its officers, directors, employees, agents and consultants to Owner or anyone claiming by, through or under Owner, for any and all injuries, claims, loses, expenses or damages whatsoever arising out of or in any way related to Architect’s services, the Project or this Agreement, for any cause or causes whatsoever, including but not limited to negligence, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by Architect under this Agreement.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 Building Information Modeling Exhibit, if completed:
- .3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)
(Paragraphs deleted)

[X] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

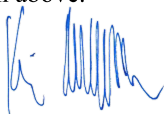
Exhibit A - State of Wisconsin Department of Administration (DOA) – Division of Energy,
Housing and Community Resources (DEHCR) Flexible Facilities Program (FFP) Project
Contract Terms & Conditions
Exhibit B – Design Development Cost Estimate

4 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

(Printed name and title)



ARCHITECT *(Signature)*

Kevin Allebach
Vice President

(Printed name, title, and license number, if required)

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.*

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. **Uniform Cost Principles:** 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. **Conflict of Interest Restrictions:** 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.
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 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](https://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](https://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 is at least 51% owned, controlled, and actively managed by one or more service-disabled veterans; is a sole proprietorship, corporation, LLC, or joint venture; is organized on 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 a Disability Rating of at least 0% with the Department of Veterans Affairs or an Armed Services Branch [*Wis. Stat. § 16.283(1)(b)* and *Wis. Admin. Code § 82.22*].
- **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) [<https://www.dol.gov/agencies/eta/lsa>].

*A directory of MBE, WBE and DVB firms may be accessed on the [Wisconsin Supplier Diversity Program](https://supplierdiversity.wi.gov/Pages/Home.aspx) 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:
 - 1) 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. **Encouraging Seat Belt Use:** 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. **Assurances with Compliance with Civil Rights Requirements:** The following equal opportunity and Civil Rights compliance laws for which the associated requirements apply to FFP project contracts:
 1. Executive Order 13160
 2. Federal Coordination And Compliance Section (justice.gov)
 3. Executive Order 12250
 4. Civil Rights Division | Executive Order 12250 (justice.gov)
 5. Executive Order 13166
 6. Civil Rights Division | Executive Order 13166 (justice.gov)
 7. Title VI of the Civil Rights Act of 1964
 8. Title IX of the Education Amendments of 1972
 9. Section 504 of the Rehabilitation Act of 1973
 10. 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:

- 1) **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:

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 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 not 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]

21. **Labor – Mechanics & Laborers.**

- (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. §§ 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. 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) Conditional Exemption:** 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](https://www.sam.gov).

- (c) **Copeland “Anti-Kickback” Act (40 U.S.C. 3145) Conditional Exemption:** 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 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:
- 1) 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 DBA 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 the wage rate specified in Federal [Executive Order 14026](#) for work performed on or in connection with covered federal contracts, which is an hourly rate totaling \$17.20 per hour as of January 1, 2024, per the [Notice of Rate Change for 2024](#); increasing to \$17.75 per hour starting January 1, 2025, per the [Notice of Rate Change for 2025](#); and subject to an annual inflation increase in 2026.
 - 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.]
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.

		BUILDING & SITEWORK	
SUMMARY		CONSTR. COST	
		\$/GSF	22,554 GSF
<u>Demolition</u>		\$11	\$254,544
<u>Substructure</u>		\$17	\$393,533
<u>Shell</u>		\$62	\$1,396,287
Superstructure		\$17	\$393,533
Enclosure		\$32	\$725,635
Roofing		\$12	\$277,119
<u>Interiors</u>		\$65	\$1,455,326
<u>Services</u>		\$127	\$2,864,480
Conveying		\$1	\$15,000
Plumbing		\$14	\$312,341
HVAC		\$51	\$1,155,873
Fire Protection		\$6	\$136,824
Electrical		\$38	\$861,950
Low Voltage Systems		\$17	\$382,493
<u>Sitework</u>		\$46	\$1,029,495
Site Preparation		\$12	\$267,500
Site Improvements		\$18	\$410,775
Site Mechanical Utilities		\$14	\$316,220
Site Electrical Utilities		\$2	\$35,000
DIRECT CONSTRUCTION COST		\$328	\$7,393,666
GC/CM GEN COND/REQ	7.00%		\$517,557
GC/CM FEE/BONDS/INSURANCES	5.00%		\$395,561
GC/CM CONSTRUCTION CONTINGENCY	0.00%		public bid project
DESIGN & ESTIMATING CONTINGENCY	3.50%		\$290,737
ESCALATION (to construction midpt)	3.00%		\$257,926
			(Q1-2026 midpt)
TOTAL CONSTRUCTION COST		\$393	\$8,855,447
PROFESSIONAL SERVICE FEES	Owner		\$797,750
(A/E, Civil, Landscape, Tech, Furn, Reimb)			
OWNER PROJECT DEVELOPMENT COSTS	Owner		\$58,750
(Survey, Geotech, Moving, Temp Utilities)			
FURNISHING	Owner		\$450,000
(Furniture, Shelving, Exterior - 25% reuse of existing)			
OWNER'S CONTINGENCY	7.00%		\$619,881
TOTAL PROJECT COST		\$478	\$10,781,829

		<div>Building</div> <div> <div>8,898 Lower Level</div> <div>13,656 Level 2</div> <div>22,554 Building GSF</div> </div>		
LINE ITEM DESCRIPTION		QUANTITY	UNIT \$	TOTAL COST
DEMOLITION & MAKE-READY				
DEMO GCS, PROTECTIONS, REMOVALS, CLEANING, PREP	typical	1	Isum	\$35,000.00
HAZARDOUS MATERIALS ABATEMENT	assumes not required			not required
DEMO PARTITIONS	gyp & glazing	442	lnft	\$45.00
DEMO DOORS & FRAMES	typical	34	each	\$350.00
DEMO FLOOR FINISH	typical	11,772	sqft	\$2.35
DEMO CEILING FINISH	typical	11,172	sqft	\$1.85
DEMO MISC SPECIALTIES & EQUIPMENT	typical	120	mnhr	\$95.00
TEMP SHORING @ NEW OPENINGS	bearing walls	1	Isum	\$15,000.00
DEMO EXISTING PRECAST PLANK FLOOR	for new opening to below	20	cwhr	\$455.00
DEMO INTERIOR BEARING/CMU WALLS	for new openings/structure	2,098	sqft	\$10.00
SAWCUT/DEMO EXTERIOR	for new openings	10	loc	\$1,200.00
DEMO EXTERIOR WALL/ROOF @ TIE-IN	to new bldg	24	cwhr	\$360.00
SAWCUT/DEMO/PATCH SLABS	for utilities, footings	140	lnft	\$95.00
COREDRLLS/PENETRATIONS	in existing slab/walls	1	Isum	\$5,000.00
MECH /ELEC REMOVALS/MAKE-SAFE	typical, complete systems	12,572	sqft	\$3.50
				\$254,544
				\$11.29 /sf of bldg
SUB-STRUCTURE				
LINEAR WALL FOOTINGS	typical	392	lnft	\$120.00
FOUNDATION/RETAINING WALL	typical, extend to bldg base	2,856	sqft	\$60.00
PAD FOOTINGS	typical	33	cuyd	\$1,250.00
CONCRETE PIERS/PILASTERS	exterior column locations	14	each	\$1,200.00
SLAB ON GRADE	5", vb	7,456	sqft	\$9.20
CONCRETE ISO PADS, SLOPES, CURBS, ETC.	allowance	1	Isum	\$10,000.00
STOOP SLAB CONSTRUCTION	slab, walls	2	loc	\$4,250.00
FOUNDATION WP & INSULATION	foundation/retaining walls	2,856	sqft	\$10.50
				\$393,533
				\$17.45 /sf of bldg
SUPER-STRUCTURE				
STEEL BEAM & COLUMN FRAMING	w-beam framing	51.98	ton	\$5,850.00
STR SUPPORT @ NEW OPENINGS - ANGLES	in existing bldg, <4'	10	loc	\$3,000.00
STR SUPPORT @ NEW OPENINGS - BEAMS & CMU REINF	in existing bldg, +4'	9	loc	\$5,500.00
SLAB ON METAL DECK	4-1/4" LW conc / 2" deck	2,662	sqft	\$14.50
METAL ROOF DECK	3"	7,456	sqft	\$6.75
MOMENT FRAMING CONNECTIONS	allowance	35	loc	\$750.00
CANOPY/OVERHANG FRAMING	allowance	470	sqft	\$40.00
MISC STEEL FRAMING, ANGLE, CHANNEL	slab edge, openings, stairs structure	760	lnft	\$45.00
STRUCTURAL SUPPORT FOR EXT WALL	allowance	7.10	ton	\$5,000.00
STRUCTURAL SUPPORT FOR INTERIOR BLDG EQUIPMENT	bracing, equipment, AV, etc.	1	Isum	\$25,000.00
				\$612,216
				\$27.14 /sf of bldg
ENCLOSURE				
EXTERIOR ENCLOSURE WALL	allowance - typical rough carpentry, sealants, etc.	7,097	sqft	\$3.50
EXTERIOR STUD WALL ASSEMBLY	str studs, sheathing, ab, insul	3,714	sqft	\$24.00
EXTERIOR SOFFIT FRAMING	str studs, sheathing, ab, insul	1,370	sqft	\$34.00
FIBER CEMENT PANEL	wood look	820	sqft	\$48.00
BRICK CLADDING	typical, running bond	2,492	sqft	\$38.50
CONC BASE FINISH	foundation wall fin or precast cladding	320	sqft	\$40.00
METAL PANEL SOFFIT/CLADDING	metal panel, furring	1,772	sqft	\$55.00
EXISTING CMU RE-CONSTRUCTION @ OPENINGS	jamb's reinf, head/sill detailing	9	loc	\$2,000.00
TUCKPOINT & REPAIRS @ EXISTING EXTERIOR	allowance - minor	3,690	sqft	\$5.00
REMOVE/REPLACE EXISTING SIDING ACCENT	at south windows	162	sqft	\$60.00
EXTERIOR/ROOF TIE-IN & INFILL	allowance	90	lnft	\$100.00
EXTERIOR ROOF/WALL EXPANSION JOINT	at tie-in to existing	100	lnft	\$125.00
ALUM & GLASS WINDOW SYSTEM	storefront system	1,615	sqft	\$95.00
REPLACEMENT VINYL WINDOWS	in existing, incl reuse	345	sqft	\$85.00
LOUVERS	typical	135	sqft	\$78.50
ALUM & GLASS ENTRY DOORS	typical	4	leaf	\$4,500.00
AUTO OPERATOR HARDWARE	re-install existing	1	loc	\$1,500.00

Design Development Construction Cost Model

		<div> <div>Building</div> <div> <div>8,898 Lower Level</div> <div>13,656 Level 2</div> <div>22,554 Building GSF</div> </div> </div>		
LINE ITEM DESCRIPTION		QUANTITY	UNIT \$	TOTAL COST
ENTRANCE/EXIT DOORS	<i>typical</i>	4 leaf	\$3,500.00	\$14,000
MISC. EXTERIOR FEATURES, FINISHES	<i>bldg signage, detailing</i>	1 lsum	\$25,000.00	\$25,000
				\$725,635
				\$32.17 /sf of bldg
				\$102.25 /sf of wall
ROOF				
MEMBRANE ROOFING SYSTEM	<i>adhered epdm</i>	7,827 sqft	\$22.00	\$172,194
METAL ROOFING	<i>smf & ply on soffit areas</i>	1,000 sqft	\$35.00	\$35,000
METAL CAP/FASCIA/TRIM	<i>roof edge overhang</i>	725 sqft	\$55.00	\$39,875
ROOF BLOCKING, FLASHING, TRIM	<i>Typical</i>	802 lnft	\$25.00	\$20,050
ROOF EQUIPMENT	<i>Hatch, ladders, pavers, etc.</i>	1 lsum	\$10,000.00	\$10,000
				\$277,119
				\$12.29 /sf of bldg
INTERIOR				
Furnishings (Casework)				
P-lam cabinetry	<i>base, upper, typical</i>	113 lnft	\$550.00	\$62,150
Custom wood/p-lam cabinetry	<i>reception</i>	46 lnft	\$850.00	\$39,100
Solid surface/wood top	<i>typical, on millwork, counters</i>	304 lnft	\$185.00	\$56,240
Solid surface lav top	<i>restrooms</i>	21 lnft	\$245.00	\$5,145
Solid surface window sills	<i>typical</i>	244 lnft	\$38.50	\$9,394
Misc casework and shelving	<i>metal shelves, storage</i>	1 lsum	\$10,000.00	\$10,000
				\$182,029
Concrete, Metals, R&F Carp/Fire Stopping/Caulking				
Misc carpentry, metals, sealants, FP, etc.	<i>allowance</i>	22,554 sqft	\$1.50	\$33,831
Metal pipe handrail	<i>single line, pt</i>	20 lnft	\$140.00	\$2,800
Metal picket guardrail/stair rail	<i>vert picket, pt</i>	94 lnft	\$225.00	\$21,150
Floor/wall expansion joint cover	<i>at new to existing</i>	150 lnft	\$85.00	\$12,750
Existing CMU re-construction @ openings	<i>jamb's reinf</i>	10 loc	\$1,500.00	\$15,000
				\$85,531
Doors & Hardware				
HM/wood door/frame	<i>typical</i>	33 leaf	\$2,200.00	\$72,600
Alum & glass door	<i>int storefront system</i>	5 leaf	\$3,000.00	\$15,000
Door premium - glazing, rating, sound	<i>allowance</i>	17 each	\$550.00	\$9,350
Hardware - passage type	<i>typical</i>	33 each	\$660.00	\$21,780
Hardware - exit, sec, panic	<i>typical</i>	6 each	\$2,200.00	\$13,200
Auto operator hardware	<i>re-install existing</i>	1 loc	\$1,500.00	\$1,500
				\$133,430
Glass & Glazing				
HM borrowed lite glazing	<i>sidelites</i>	172 sqft	\$80.00	\$13,760
Alum & glass storefront	<i>int alum storefront</i>	528 sqft	\$90.00	\$47,520
Glazing film	<i>custom graphic</i>	432 sqft	\$20.00	\$8,640
Framed mirror	<i>restrooms</i>	72 sqft	\$71.50	\$5,148
				\$75,068
Partitions				
CMU partition/infill	<i>match existing</i>	290 sqft	\$32.00	\$9,280
Gyp partitions - int/ext wall furring	<i>on existing CMU, new ext</i>	8,688 sqft	\$6.00	\$52,128
Gyp partitions - B3/6	<i>1S1L, batt</i>	2,766 sqft	\$10.50	\$29,043
Gyp partitions - A3/6	<i>2S1L, batt</i>	7,584 sqft	\$16.50	\$125,136
Gyp partitions - rated, shaft, acoustic	<i>allowance</i>	1,221 sqft	\$24.00	\$29,304
Gyp kneewall at stair opening	<i>str tube supt, dec cap</i>	32 lnft	\$175.00	\$5,600
Met stud bulkhead framing	<i>at int glazing</i>	66 sqft	\$75.00	\$4,950
				\$255,441
Specialties				
Visual display boards	<i>glass marker</i>	192 sqft	\$27.50	\$5,280
Restroom specialties	<i>typical</i>	8 stall	\$1,200.00	\$9,600
Book drop	<i>prefab unit</i>	2 each	\$2,200.00	\$4,400
Window shades - manual	<i>typical, mecho</i>	110 lnft	\$185.00	\$20,350
Window shades - motorized	<i>typical, blackout</i>	125 lnft	\$350.00	\$43,750
Misc specialties, furnishings	<i>allowance - signage, wall/corner prot, fire ex, etc.</i>	22,554 sqft	\$1.50	\$33,831
				\$117,211

Design Development Construction Cost Model

		<div> <div>Building</div> <div> <div>8,898 Lower Level</div> <div>13,656 Level 2</div> <div>22,554 Building GSF</div> </div> </div>		
LINE ITEM DESCRIPTION		QUANTITY	UNIT \$	TOTAL COST
Stone & Tile				
Ceramic tile floor/base	Restrooms	832 sqft	\$18.00	\$14,976
Ceramic tile wall	Restrooms	893 sqft	\$20.00	\$17,860
				\$32,836
Ceilings				
Acoustical ceiling tile	typical, 2x4	10,441 sqft	\$6.50	\$67,867
Acoustical ceiling tile - vinyl/ac	typical	603 sqft	\$7.50	\$4,523
Acoustical ceiling tile - plank/clouds	typical, 2x6	3,923 sqft	\$10.50	\$41,192
Felt baffle ceiling	hung	680 sqft	\$54.00	\$36,720
Gyp ceiling	typical	816 sqft	\$24.00	\$19,584
Gyp soffit/bulkhead	typical	134 lnft	\$175.00	\$23,450
				\$193,335
Walls & Acoustics				
Wall protection	Vinyl wall guard	403 sqft	\$24.00	\$9,672
Acoustic wall panel	fabric	939 sqft	\$29.00	\$27,231
Vinyl wall covering	custom graphic	1,683 sqft	\$20.00	\$33,660
Wood wall paneling/trim	surrounds	724 sqft	\$60.00	\$43,440
				\$114,003
Flooring				
Concrete floor finish	clear sealer	2,350 sqft	\$2.50	\$5,875
Carpet floor finish	typical, tile	16,869 sqft	\$5.25	\$88,563
Stair finish	resilient	1 flt	\$25,000.00	\$25,000
Walk off floor mat	vestibules	380 sqft	\$10.00	\$3,800
Resilient floor tile	LVT	2,067 sqft	\$10.50	\$21,704
Wood base	typical	124 sqft	\$14.50	\$1,798
Rubber base	typical	3,736 sqft	\$4.20	\$15,691
				\$162,431
Painting & Walls				
Paint - gyp	gyp walls, soffit, misc	30,460 sqft	\$2.20	\$67,012
Paint - misc. specialty, dr/fr	allowance	1 lsum	\$25,000.00	\$25,000
Decorative wall finish/graphics	allowance	300 sqft	\$40.00	\$12,000
				\$104,012
				\$1,455,326
				\$64.53 /sf of bldg
CONVEYING				
PASSENGER ELEVATOR - FINISH UPGRADE	allowance	1 each	\$15,000.00	\$15,000
				\$15,000
				\$0.67 /sf of bldg
MECHANICAL				
FIRE PROTECTION - PRE-ACTION	typical	22,554 sqft	\$6.00	\$135,324
FIRE SERVICE ENTRY/RISER	allowance	1 lsum	\$1,500.00	\$1,500
				\$136,824
WATER SERVICE ENTRY/METER	typical - combined water/fp	1 lsum	\$15,000.00	\$15,000
PLUMBING SYSTEMS - WC/UR	Incl. piping distr/conn, drainage, fixture	8 each	\$7,500.00	\$60,000
PLUMBING SYSTEMS - SINK	Incl. piping distr/conn, drainage, fixture	9 each	\$4,850.00	\$43,650
PLUMBING SYSTEMS - SPECIALTY	Incl. piping distr/conn, drainage, fixture	2 each	\$8,500.00	\$17,000
PLUMBING SYSTEMS - DRAIN/CONN	Incl. piping distr/conn, drainage, fixture	10 each	\$2,800.00	\$28,000
PLUMBING SYSTEM INFRASTRUCTURE	hw heating, pumps, etc	1 lsum	\$25,000.00	\$25,000
PLUMBING MAINS	dh/cw, vv	1,268 lnft	\$55.00	\$69,740
SUMP PIT/PUMP	in existing lower level	1 each	\$6,500.00	\$6,500
GAS PIPING & INFRASTRUCTURE	allowance - extend existing	1 lsum	\$20,000.00	\$20,000
ROOF DRAINAGE	internally piped	9,982 sqft	\$2.75	\$27,451
				\$312,341
NAT GAS BOILERS	(2) units, incl accessories	1,500 mbh	\$85.00	\$127,500
AIR HANDLING UNITS	gas fire/dx indoor units	20,000 cfm	\$12.00	\$240,000
CONDENSING UNITS	dx roof top units	65 ton	\$850.00	\$55,250
HW HYDRONIC/REF PIPING MIANS	AHU connections	510 lnft	\$185.00	\$94,350
PUMPING & APPURTENANCE	allowance	1 lsum	\$35,000.00	\$35,000
CABINET UNIT HEATER	vestibules	2 each	\$3,650.00	\$7,300
SPLIT COOLING SYSTEM	fan unit & condenser	1 each	\$8,500.00	\$8,500
EXHAUST FANS	small fan systems, direct	2,400 cfm	\$8.50	\$20,400
VAV BOXES/ZONES	typical, incl piping conn	22 each	\$5,500.00	\$121,000

		Building		
		8,898	Lower Level	
		13,656	Level 2	
		22,554	Building GSF	
LINE ITEM DESCRIPTION		QUANTITY	UNIT \$	TOTAL COST
DUCT DISTRIBUTION	typical, incl insul	18,482 lbs	\$14.40	\$266,141
CONTROLS / T&B / CX	new BAS system, DDC	22,554 sqft	\$8.00	\$180,432
				\$1,155,873
				\$1,605,037
				\$71.16 /sf of bldg
ELECTRICAL				
MAIN DISTRIBUTION & SERVICE	ex 800a switchbrd, new meter socket, breakers	1 lsum	\$40,000.00	\$40,000
TEMP EMERGENCY DISCONN/SWITCH	ext conn equip	1 lsum	\$15,000.00	\$15,000
DISTRIBUTION PANELS, FEEDER CONNECTION - SUB	typical	4 each	\$15,000.00	\$60,000
POWER/DISTRIBUTION EQUIPMENT	disconn, ev box	1 lsum	\$10,000.00	\$10,000
POWER DISTRIBUTION	typical, receptacles, circuiting	198 sqft	\$825.00	\$163,350
POWER DISTRIBUTION - FLOOR BOXES	typical, receptacles, circuiting	22 sqft	\$1,800.00	\$39,600
EQUIPMENT CONNECTIONS	mechanical & equipment	20 each	\$2,800.00	\$56,000
EMERGENCY POWER SYSTEMS	inverter, mobile gen connection panel	1 lsum	\$25,000.00	\$25,000
LIGHTING FIXTURES	material only	1 lot	\$225,500.00	\$225,500
LIGHTING FIXTURE INSTALL	conn & circuiting	350 each	\$350.00	\$122,500
LIGHTING CONTROLS	devices & system equip	50 each	\$1,500.00	\$75,000
SITE LIGHTING & ELECTRICAL	allowance	1 lsum	\$30,000.00	\$30,000
				\$861,950
FIRE ALARM SYSTEM	new system, conn to existing	22,554 sqft	\$4.50	\$101,493
COMMUNICATIONS SYSTEMS - INFRASTRUCTURE	service, room equip	1 lsum	\$20,000.00	\$20,000
COMMUNICATIONS SYSTEMS - DISTRIBUTION	typical	40 each	\$650.00	\$26,000
ACCESS CONTROL SYSTEMS	card readers & cameras, incl infrastr	18 loc	\$5,000.00	\$90,000
AUDIO/VISUAL SYSTEMS & EQUIPMENT	allowance - equipment & distribution	1 lsum	\$145,000.00	\$145,000
				\$382,493
				\$1,244,443
				\$55.18 /sf of bldg

Design Development Construction Cost Model

		Sitework		
		40,000	Site GSF	
LINE ITEM DESCRIPTION		QUANTITY	UNIT \$	TOTAL COST
SITEWORK				
SITE CONTROLS, PROTECTIONS, E&S	typical, maintain for constr duration	1 lsum	\$35,000.00	\$35,000
SITE DEMO/REMOVAL	surfacing, greenspace, tree removal/repurpose	33,000 sqft	\$1.50	\$49,500
BUILDING PAD PREP	for spread ftgs, sog	10,000 sqft	\$1.50	\$15,000
MASS EXCAVATION/CUT/FILL	major earthmoving, import/export	3,000 cuyd	\$30.00	\$90,000
BEDROCK REMOVAL	allowance	350 cuyd	\$80.00	\$28,000
GENERAL R/F GRADING	Minor adjustments, drainage, softscape	25,000 sqft	\$2.00	\$50,000
				\$267,500
CONCRETE PAVING	sidewalks	1,350 sqft	\$8.50	\$11,475
DECORATIVE CONCRETE PLAZA PAVING	color, texture	1,688 sqft	\$16.00	\$27,008
AGGREGATE SURFACING	DG	435 sqft	\$7.50	\$3,263
ASPHALT PAVING	parking	10,202 sqft	\$4.25	\$43,359
CONCRETE CURBS	typical	614 sqft	\$26.50	\$16,271
CONCRETE RETAINING WALL	typical, incl ftg & finish	1,700 sqft	\$80.00	\$136,000
CONCRETE RETAINING WALL - MODS TO EXISTING @ NE	typical, 4-8' ht, incl ftg	36 lnft	\$850.00	\$30,600
BOULDER RETAINING WALL	stone blocks	36 lnft	\$250.00	\$9,000
SURFACING RESTORATION	allowance - tie-ins, restoration @ site perimeter	1 lsum	\$15,000.00	\$15,000
TREES	allowance - new & existing protection	12 each	\$850.00	\$10,200
LANDSCAPE PLANTINGS	allowance - shrubbery, grasses, bedding	3,494 sqft	\$8.00	\$27,952
TURF/SOD - KIDS PLAY	typical	630 sqft	\$5.00	\$3,150
IRRIGATION SYSTEM	all softscape areas	4,124 sqft	\$2.00	\$8,248
BENCHES	prefab, elec connection	4 each	\$2,800.00	\$11,200
TABLES & SEATING	loose furnishings	1 lsum	\$20,000.00	\$20,000
BIKE RACK	typical	8 each	\$850.00	\$6,800
SITE FENCE	metal picket	85 lnft	\$250.00	\$21,250
SITE SIGNAGE	allowance	1 lsum	\$10,000.00	\$10,000
				\$410,775
DOM WATER UTILITY CONNECTION	6" combined dom/tp from street, incl connection	200 lnft	\$220.00	\$44,000
STORM WATER PIPING	bldg & site drainage, incl structures	400 lnft	\$150.00	\$60,000
STORM WATER DETENTION/FILTRATION	allowance	1 lsum	\$200,000.00	\$200,000
DRAIN TILE	around new foundations	470 lnft	\$26.00	\$12,220
				\$316,220
ELECTRICAL SERVICE FEEDER CONNECTION/CABINET	from new utility provided xfmr	1 lsum	\$35,000.00	\$35,000
				\$35,000

Additions and Deletions Report for
AIA® Document B101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:38:02 ET on 04/14/2025.

PAGE 1

AGREEMENT made as of the Twenty-fifth day of January in the year 2025

...

CITY OF DODGEVILLE
100 East Fountain Street
Dodgeville, Wisconsin 53533

...

HAMMEL, GREEN, AND ABRAHAMSON, INC. (HGA)
333 East Erie Street
Milwaukee, Wisconsin 53202

...

Dodgeville Public Library Addition and Renovation
Renovation of approx. 13,400 SF and the addition of approximately 7,000 SF to the existing Dodgeville Public Library at 139 South Iowa Street and Dodgeville City Hall building located at 100 East Fountain Street in Dodgeville, Wisconsin. The Library and City Hall currently share the existing building with City Hall on the lower level and the Library on the upper level. The proposed plan is for City Hall to relocate to the Armory Building and the Public Library will occupy the entire existing building and then add an addition which will feature a community center with library space and with the goal of relocating the parking area.
HGA Commission No.: 3757-004-00

PAGE 2

Per the reviewed Design Development Cost Estimates (attached hereto as Exhibit B) the Owner’s Cost of the Work is estimated to be \$10,781,829

PAGE 3

<u>Kick-off</u>	<u>October 24, 2024</u>
<u>Schematic Design</u>	<u>October 21 – December 6, 2024</u>
<u>Design Development</u>	<u>December 9 – January 24, 2025</u>
<u>Construction Documents</u>	<u>January 27 – March 21, 2025</u>
<u>Bidding</u>	<u>March 27, 2025 – May 1, 2025</u>

...

June 9, 2025

...

September 1, 2026

...

Competitive bid

...

Carrie Portz
Director of Dodgeville Public Library
Email: dpldirector@swls.org
Telephone: 608-935-3728
PAGE 4

.2 Civil Engineer: Site Survey:

...

Kevin Allebach, RA – Vice President & Principal-in-Charge; KAllebach@hga.com; Mobile: 414-520-6513
Summer Stetzik – Project Manager; ssstetzik@hga.com; Direct Office: 414-278-3448
333 East Erie Street
Milwaukee, Wisconsin 53202
PAGE 5

§ 2.5.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000) for each occurrence and two million dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.

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

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. ~~The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.~~

PAGE 6

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

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than five million dollars (\$ 5,000,000) per claim and ten million dollars (\$ 10,000,000) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella ~~policies~~ policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused ~~in whole or in part~~ by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

...

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary ~~structural, mechanical, and electrical-architectural and interior design, structural, mechanical, electrical, and plumbing~~ engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

...

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, or factors beyond the Architect's control, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

PAGE 8

§ 3.5.2.2 ~~The~~ If requested by the Owner, the Architect shall assist the Owner in bidding the Project by:

...

§ 3.5.3.2 ~~The~~ If requested by the Owner, the Architect shall assist the Owner in obtaining proposals by:

PAGE 10

§ 3.6.4.2 ~~The~~ In accordance with the Architect-approved submittal schedule, the Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents, not for substitution for or deviation from the requirements of the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 ~~If the Contract Documents specifically~~ In accordance with standard industry practice, the Contract Documents may require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, Contractor-provided design may include, without limitation, the design of component, specialty or proprietary systems (e.g., exterior metal studs, curtain wall, seismic restraints for non-structural components, etc.). To the extent such Contractor-provided designs are required, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

PAGE 11

- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by and received from the Contractor; and,

...

§ 3.6.6.3 When Substantial Completion has been found to be achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

...

§ 4.1.1.6	Building Information Model management responsibilities	Architect; Basic Services
-----------	--------------------------------------------------------	---------------------------

...

§ 4.1.1.8	Civil engineering	Architect; Additional Services
§ 4.1.1.9	Landscape design	Architect; Additional Services
§ 4.1.1.10	Architectural interior design	Architect; Basic Services

PAGE 12

§ 4.1.1.15	As-designed record drawings	Architect; Basic Services
------------	-----------------------------	---------------------------

...

§ 4.1.1.21	Telecommunications/data design	Architect; Additional Services
------------	--------------------------------	--------------------------------

...

§ 4.1.1.28	Furniture, furnishings, and equipment design	Architect; Additional Services
------------	----------------------------------------------	--------------------------------

...

§ 4.1.1.31	Audio-Visual Design	Architect; Additional Services
§ 4.1.1.32	Multiple Bid Packages	

...

.1 Building Information Modeling. As a Basic Service and as part of its design process, the Architect will use building information modeling ("BIM") tools to create one or more BIM Models which will be used to generate a portion of the signed and sealed Construction Documents. The BIM Model(s) will be provided to the Contractor(s) for their convenience upon such Contractor's execution of Architect's Digital Model Sharing Agreement, but the BIM Model(s) prepared for the Project will not be deemed Construction Documents. The parties understand that the BIM Model(s) prepared for this Project are not intended for direct use as construction documentation, and that after the BIM Model(s) are provided they can become digitally corrupted without detection, can be modified without the knowledge of the Architect, may not be readable by the Owner, Contractor(s) or others due to file format incompatibilities, and may be modified by the Architect after the BIM Model(s) are transferred. The parties understand and acknowledge that these risks are inherent with any use of the BIM Model(s) and that the use of the BIM Model(s) may not result in the detection of all potential conflicts between elements during actual construction of the Project and may not accurately reflect quantities, surface areas or volumes necessary to complete or estimate the cost of the Work. At the end of the Project, the final BIM Model will be provided to the Owner for its retention and use subject to the above-reservations.

.2 Civil Engineering. As an Additional Service provide site demolition plans, grading plans, parking and site plans, storm water analysis, calculations and design, site utilities, parking lot lighting and site plaza design, as well as all construction details. The civil engineer would work through the SD, DD and CD packages providing a review and pricing set at each phase. The civil engineer will meet with Dodgeville Public Works to coordinate with the City requirements and will provide Construction Administration Services during the construction phase.

.3 Landscape Architecture. As an Additional Service, work with the Architectural and Civil team to provide a landscape documentation on the plaza, parking lot and along the green areas proposed along Iowa and Fountain Streets. The landscape architect would work through the SD, DD and CD packages providing a review and pricing set at each phase. The landscape architect will meet with Dodgeville Public Works to coordinate with the City requirements and will provide Construction Administration Services during the construction phase.

.4 Architectural Interior Design. As a Basic Service, the Architect shall provide Architectural Interior Design Services for the selection of finishes which will be based on using the palette of colors and finishes as developed for the Branding Study. The palette of materials will be incorporated as appropriate for this Project. This service includes one (1) final sign-off meeting.

.5 As-Designed Record Drawings. The Architect shall provide a set of Documents that incorporates the changes which were formally issued via Supplemental Instructions (SIs), Requests for Proposals (RFPs), or other formal method, significant changes shown in the Contractors' as-built mark-ups will also be incorporated.

.6 Telecommunications / Data Design. As an Additional Service work with the library team to develop a technology design that address the needs of the new library including the in the community center, new business center and telehealth rooms. HGA will provide the engineering and documentation of the following:

- **Structured Cabling System**
 - Design and specification of data cabling serving the areas of renovation and new construction expansion, terminating in an existing Telecommunication Room.
 - It is assumed that there is adequate space for the new cabling to terminate within existing equipment racks located in the existing Telecommunication Room.
- **Electronic Security Systems**
 - Video Surveillance systems including expanding the organization's existing video management system, adding new cameras and cabling to monitor adjust monitoring within the renovated areas and in the new construction expansion areas. It is assumed that the new parking lot areas will be monitored via cameras mounted to the building.
 - Electronic Access Control design and specification
- **Audio-visual (AV) System**
 - Design and specification of audiovisual systems serving the Community and Children's Program Room, Study/Collaboration Rooms, Conference Room, Business Center and Telehealth Conference Rooms and digital signage locations throughout the new and existing spaces.
 - Design and specification of an overhead paging system, expanding the existing Library's existing system.
- Produce a specification narrative for the SD Set and Specifications and Drawings as the architectural floor plans advance through the DD and CD phases. The Technologies Team will review shop drawings and respond to RFI's during the Construction Administration Phase.

.7 Furniture Design. Architect will work with you to inventory your existing shelving and furniture and then work with your team on the selection/procurement of new shelving and furniture – including specifications that detail the selections with their finishes and fabrics and includes bidding and punch list services.

PAGE 14

- .4** Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or ~~contractors~~ contractors or other necessary third parties;

...

- .11** Assistance to the Initial Decision Maker, if other than ~~the Architect~~ the Architect; *or*
.12 Providing the services of special inspectors.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect ~~shall~~ may provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's ~~notice~~ notice and the Architect shall not be required to continue providing such Services.

PAGE 15

- .1 two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 ~~(—) visits one monthly visit~~ to the site by the Architect during construction
- .3 two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 one (1) inspections for any portion of the Work to determine final completion.

...

§ 4.2.5 If the services covered by this Agreement have not been completed ~~within (—) months of the date of this Agreement, by September 30, 2026,~~ through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

...

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render ~~decisions~~ decisions, provide information, and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

PAGE 16

§ 5.16 The Owner shall be responsible for all permits necessary for the operation and maintenance of the completed Project.

PAGE 17

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, ~~6.6.4 and the Architect provided all estimates of the Cost of Work,~~ the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

...

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner shall remove the author's seals, certifications and identification from the Instruments of Service and hereby releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

PAGE 18

☒ Arbitration pursuant to Section 8.3 of this Agreement

PAGE 20

§ 9.2 If the Owner suspends the Project, or part thereof, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

...

§ 9.4 Either party may terminate this Agreement upon not less than ~~seven-thirty~~ (30) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than ~~seven-thirty~~ (30) days' written notice to the Architect for the Owner's convenience and without cause.

...

Five percent (5%) of the total Basic and Supplemental Services fee as described in Section 11.1

PAGE 21

§ 10.6 ~~Unless otherwise required in this Agreement, the~~ The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site-site, including, but not limited to, asbestos, polychlorinated biphenyl (PCB), mycotoxins and bacterial substances.

...

Stipulated Sum of \$626,500, plus Reimbursable Expenses. Fee by phase is as follows:

<u>Schematic Design</u>	<u>\$ 93,975</u>
<u>Design Development</u>	<u>\$137,830</u>
<u>Construction Documents</u>	<u>\$250,600</u>
<u>Bidding</u>	<u>\$ 18,795</u>
<u>Construction Administration</u>	<u>\$125,300</u>

PAGE 22

Included in Section 11.1.

...

Civil Engineering as detailed in §4.1.2.1.2 on a Stipulated Sum basis in the amount of \$49,750.
Landscape Architecture as detailed in §4.1.2.1.3 on a Stipulated Sum basis in the amount of \$12,750
Telecommunications / Data Design as detailed in §4.1.2.1.6 on a Stipulated Sum basis in the amount of \$39,500
Furniture Design as detailed in §4.1.2.1.7 on a Stipulated Sum basis in the amount of \$59,500.

Future Additional Services shall be at the rate of 2.55 times the Direct Personnel Expense (DPE) of Architect's personnel providing the Services unless mutually agreed upon otherwise.

DPE is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus twenty percent (%), 20%), or as follows:

...

<u>Schematic Design Phase</u>	<u>Fifteen</u>	<u>percent (</u>	<u>15</u>	<u>%)</u>
<u>Design Development Phase</u>	<u>Twenty-two</u>	<u>percent (</u>	<u>22</u>	<u>%)</u>
<u>Construction Documents</u>	<u>Forty</u>	<u>percent (</u>	<u>40</u>	<u>%)</u>
<u>Phase</u>				
<u>Procurement Phase</u>	<u>Three</u>	<u>percent (</u>	<u>3</u>	<u>%)</u>
<u>Construction Phase</u>	<u>Twenty</u>	<u>percent (</u>	<u>20</u>	<u>%)</u>

PAGE 23

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants are ~~set forth below~~, available upon request. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices.

...

See Exhibit B attached hereto.

Employee or Category	Rate (\$0.00)
----------------------	---------------

...

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional ~~Services~~ Services, unless specifically stated otherwise in Section 11.1, and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

...

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants plus zero percent (0 %) of the expenses incurred.

...

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect’s invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

PAGE 24

1 % per month. Objections to invoices not made in writing within 30 days of invoice date are deemed waived.

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect’s compensation for any claimed damage or expense or to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

...

§12.1 All notices, requests, demands, and other communications required herein to be in writing shall be deemed to have been duly delivered after being delivered or mailed by first class to the other party at the address specified on page 1.

§12.2 The failure of one party to insist upon or enforce, in any instance, strict performance by the other party of any of the terms of this Agreement, shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or right on any future occasion.

§12.3 In no event shall either party have any claim or right against the other party for any failure of performance where such failure of performance is caused by or is the result of causes beyond the reasonable control of the party due to any occurrence commonly known as a "force majeure," including, but not limited to: acts of God; fire, flood, or other natural catastrophe; acts of any governmental body; labor dispute or shortage; national emergency; epidemic or pandemic; quarantine restrictions; insurrection; riot; act of terror or terrorism; war; or invasion.

§12.4 Limitation of Liability – To the fullest extent permitted by law, the total liability, in the aggregate, of Architect and its officers, directors, employees, agents and consultants to Owner or anyone claiming by, through or under Owner, for any and all injuries, claims, loses, expenses or damages whatsoever arising out of or in any way related to

Architect’s services, the Project or this Agreement, for any cause or causes whatsoever, including but not limited to negligence, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by Architect under this Agreement.

...

(Check the appropriate box for any exhibits incorporated into this Agreement.)

☐ AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

PAGE 25

☒ Other Exhibits incorporated into this Agreement:

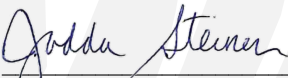
Exhibit A - State of Wisconsin Department of Administration (DOA) – Division of Energy,
Housing and Community Resources (DEHCR) Flexible Facilities Program (FFP) Project
Contract Terms & Conditions
Exhibit B – Design Development Cost Estimate

...

Kevin Allebach
Vice President

Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, Jadda Steiner, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:38:02 ET on 04/14/2025 under Order No. 4104242979 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.


(Signed)

HGA Contracts Administrator
(Title)

April 14, 2025
(Dated)

GRANT AGREEMENT

STATE OF WISCONSIN DEPARTMENT OF ADMINISTRATION and CITY OF DODGEVILLE

FLEXIBLE FACILITIES PROGRAM

THIS GRANT AGREEMENT is made and entered into for the period October 7, 2024, through October 31, 2026, (“Performance Period”) by and between the Wisconsin Department of Administration (“Department”), representing the State of Wisconsin (collectively “State”), and City of Dodgeville (“Grantee”).

RECITALS

WHEREAS, the Department has received funds from the United States Department of the Treasury pursuant to section 604 of the Social Security Act, as amended by section 9901 of the American Rescue Plan Act of 2021 (“ARPA”) to be used for the purposes specified in the ARPA; and

WHEREAS, on December 14, 2023, Governor Tony Evers announced the launch of a Flexible Facilities Grant Program (“Program”), to support local and Tribal governments construct and improve buildings and purchase digital connectivity equipment in order to enable work, education, and health monitoring located in communities with critical need for capital projects; and

WHEREAS, Governor Evers instructed the Department to utilize ARPA funds for the Program and to award grants to eligible applicants for eligible activities; and

WHEREAS, on behalf of the State, the Department administers the Program through its Division of Energy, Housing and Community Resources (“Division”); and

WHEREAS, Grantee is an eligible applicant for participation in the Program; and

WHEREAS, it is the intention of the parties to this Grant Agreement that all activities described herein shall be for their mutual benefit; and

WHEREAS, the State has approved a Grant Award to Grantee in the amount set forth below;

NOW, THEREFORE, in consideration of their mutual promises and benefits the parties hereto agree as set forth in the Grant Agreement Terms and Conditions on the following pages.

IN WITNESS WHEREOF, the Department and Grantee have executed this Grant Agreement as of the date this Grant Agreement is signed by both parties' authorized representatives.

CITY OF DODGEVILLE

BY: 
(Chief Elected Official signature)

NAME: Barry Hottmann

TITLE: Mayor

DATE: 4/2/2025

BY: 
(Clerk signature)

NAME: Lauree Aulik

TITLE: Clerk

DATE: 4/2/2025

UEI #: KJP7LJFWRQM9

STATE OF WISCONSIN

DEPARTMENT OF ADMINISTRATION

BY: _____
(signature)

NAME: Diana Maas

TITLE: Assistant Deputy Secretary

DATE: _____

GRANT AGREEMENT TERMS AND CONDITIONS

ARTICLE 1. AMOUNT OF GRANT AND PURPOSE

The Department agrees to disburse to Grantee a total amount not to exceed **\$4,250,000.00** (the “**Grant Award**”) to be used by Grantee for Eligible Expenses in furtherance of the Project, both as defined below. The Department’s payment obligations to Grantee under this Grant Agreement shall not exceed, in the aggregate, the Grant Award. The Grant Award shall be disbursed to Grantee through reimbursements following Grantee’s timely requests pursuant to Attachment D.

ARTICLE 2. GRANT AGREEMENT DOCUMENTS

This Grant Agreement, including the documents annexed hereto as Attachments A-G, constitute the complete agreement of the parties. The Attachments are as follows:

- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Source of Funds
- Attachment D – Method of Payment
- Attachment E – Reporting Requirements
- Attachment F – Additional Flexible Facilities Program Rules
- Attachment G – Federal Compliance Requirements for Capital Projects Funds

ARTICLE 3. PERIOD OF PERFORMANCE

The Performance Period is October 7, 2024, through October 31, 2026, as defined on the first page of this Grant Agreement.

ARTICLE 4. AGREEMENT ADMINISTRATION

The Department employee who shall serve as the Department’s primary point of contact for purposes of administration of this Grant Agreement shall be the Administrator of the Division of Energy, Housing and Community Resources, or such other person as the Department shall identify to Grantee in writing.

Grantee’s employee who shall serve as Grantee’s primary point of contact for purposes of administration of this Grant Agreement is listed below and shall represent Grantee’s interest regarding Grant Agreement performance, financial records, and related considerations. The Department shall be immediately notified in writing of any change of this designee.

All correspondence, notices or requests under this Grant Agreement shall be in writing, in electronic form, to the addresses listed below:

To the Department:

Administrator, Division of Energy, Housing and Community Resources
 Department of Administration
 E-mail: FlexibleFacilitiesProgram@wisconsin.gov

To Grantee: Name: Barry Hottmann
 Title: Mayor
 Email: barry.hottmann@dodgevillewi.gov
 Phone: (608) 930-5228

Each person signing this Grant Agreement on behalf of Grantee certifies and attests that Grantee's respective Articles of Organization, Articles of Incorporation, By-Laws, Member's Agreement, Charter, Partnership Agreement, Corporate or other Resolutions, and/or other related governing documents, statutes, or ordinances give such person full and complete authority to bind Grantee, on whose behalf they are executing this document.

ARTICLE 5. SCOPE OF WORK & ELIGIBLE EXPENSES

The Scope of Work for Grantee's project is outlined in the form of Attachment A and shall set forth the activities the Grantee will perform and the deliverables Grantee will provide for the project (the "Project"). The Budget shall set forth the amount of the Grant Award and any matching funds being committed by the Grantee. All amounts must be for Eligible Expenses as defined below.

Grantee will supply or provide for all the necessary personnel, equipment, and materials (except as may be otherwise provided herein) to accomplish the tasks set forth in the Scope of Work and Budget.

"Eligible Expenses" are those reasonable expenses that are: i) directly attributable and allocable to tasks necessary to perform the activities and provide the deliverables set forth in the Scope of Work; ii) permitted by 2 C.F.R. Part 200 (Uniform Guidance); and iii) otherwise expended consistent with the terms of this Agreement.

The Department reserves the right to seek reimbursement of any Grant Award funds expended on ineligible expenses. Further information regarding what constitutes an ineligible expense is provided in the FFP Grant Announcement and the implementation materials issued by the Department.

Grantee shall hold the State harmless for any audit disallowance related to the eligibility of expenses paid for with Grant Award funds, irrespective of whether the audit is ordered by federal or state agencies or by the courts, and Grantee will be solely responsible for repaying any ineligible amounts (plus any assessed interest, costs, or fees) to the Department or the federal government.

Grantee will return to the Department or its designee any funds used by Grantee to pay for ineligible expenses or amounts in excess of the Grant Award. If Grantee fails to return excess funds, the State may deduct the appropriate amount from subsequent payments due to Grantee from the State. The State also reserves the right to recover such funds by any other legal means including litigation if necessary.

ARTICLE 6. PAYMENTS OF GRANT AWARD FUNDS

Grant award funds shall be paid to Grantee following the procedures set forth in Attachment D and as outlined in the implementation materials issued by the Department. The Department anticipates that it will

issue payments within 30 days of receiving complete, accurate, and eligible reimbursement requests, including invoices and financial documentation.

The funds awarded under this Agreement are dependent upon availability from the funding source, including federal funding sources, and termination of this Agreement for lack of available funds shall be without penalty. The Department shall have no obligation to reimburse or compensate Grantee for expenses due to award funds not being provided by those funding sources.

Federal funds under this Agreement are provided by the U.S. Department of Treasury, Capital Projects Fund, Flexible Facilities Program, and are subject to the continued availability of funding from the U.S. Department of Treasury.

ARTICLE 7. METHOD OF PAYMENT

The method of payment is set forth in Attachment D. Grant Award funds may only be used to pay for Eligible Expenses incurred during the Performance Period.

Grantee shall establish and maintain in a state or federally insured financial institution an account for the purpose of receiving and disbursing all funds pertaining to this Grant Agreement.

ARTICLE 8. REPORTING REQUIREMENTS

Grantee understands that the Department is required to submit quarterly and annual reports to the U. S. Department of the Treasury pursuant to the American Rescue Plan Act of 2021. In addition, the Department has public transparency obligations and subrecipient monitoring responsibilities under 2 C.F.R. Part 200 (Uniform Guidance).

At the Department’s request, Grantee shall provide the Department with all information necessary to comply with all requirements of the Treasury Department and other federal agencies regarding reporting of the uses of Grant Award funds, in a format designated by the Department. Such requests may include, but are not limited to, information from Grantee necessary for the Department to provide relevant and current Title VI information pursuant to 28 C.F.R. Part 42.406 (federal non-discrimination compliance reviews). Grantee will also provide the Department with all information necessary to accomplish any public transparency reporting or Grantee monitoring that the Department deems necessary.

Grantee’s reporting obligations are further set forth in Attachment E, unless more frequent or enhanced reporting is required by Grantee due to an additional condition pursuant to Article 26.

ARTICLE 9. GRANTEE REPRESENTATIONS AND WARRANTIES

In addition to the other provisions of this Grant Agreement, the Grantee hereby warrants and represents:

- a) Grantee’s statements and representations in its grant application are true and correct and Grantee has read and understands the requirements set forth in this Grant Agreement and the grant announcement.

- b) All information disclosed by Grantee to the Department in the course of its evaluation of Grantee's eligibility for funds is complete and accurate and does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, taken as a whole and in light of the circumstances under which they were made, not misleading.
- c) Grantee is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to it, the violation of which would have a material adverse effect on Grantee's ability to perform its obligations under this Grant Agreement or to otherwise engage in its business.
- d) Grantee and each of Grantee's officers, directors, and each of its employees who will perform work funded with the Grant Award, are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
- e) Grantee and each of Grantee's officers and directors, and each of its employees who will perform work funded with the Grant Award, during the four years preceding Grantee's execution of this Grant Agreement have not been convicted of or had a civil judgment rendered against them for: i) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local government) transaction; ii) violation of federal or state antitrust statutes; iii) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; iv) making a false statement; or v) receiving stolen property.
- f) Grantee and each of Grantee's officers and directors, and each of its employees who will perform work funded with the Grant Award, are not presently indicted, criminally charged, civilly charged, or under investigation for, any of the offenses identified in paragraph (i) above.
- g) Grantee has not had a public transaction terminated for cause or default during the four years preceding Grantee's execution of this Grant Agreement.

The above warranties and representations are true and accurate as of the date this Grant Agreement is executed by the parties and shall survive the termination thereof.

In the event the Department discovers that any of the above is false or misleading in any material respect Grantee shall return to the Department the entire amount of the Grant Award as set forth in Article 21. If Grantee becomes non-compliant with any of the above from activity occurring during the Performance Period, Grantee shall immediately notify the Department and the Department may exercise all remedies available to it, including but not limited to termination of this Grant Agreement and recoupment of the Grant Award. The Department's rights to recoupment as set forth herein shall survive the termination of this Grant Agreement.

ARTICLE 10. STANDARDS OF PERFORMANCE

Grantee shall perform any activities under this Agreement in accordance with those standards established by statute, administrative rule, the Department, and any applicable professional standards.

ARTICLE 11. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Wisconsin, the laws of the United States, and all rules, regulations, and guidance promulgated to implement ARPA. Grantee agrees to comply with the U.S. Constitution, applicable Federal statutes, regulations, and the terms and conditions of this Grant Agreement and the federal award (as outlined in Attachment G).

Grantee must immediately disclose in writing to the Department all violations of Federal and state criminal law potentially affecting the Grant Award or the State's Federal award, including but not limited to all offenses identified in section 9(e) of this Grant Agreement.

Specifically, as further specified in Attachment G, Grantee 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 C.F.R. Part 22, which are herein incorporated by reference and made a part of this 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 C.F.R. Part 22, and herein incorporated by reference and made a part of this Agreement.

ARTICLE 12. NONDISCRIMINATION AND AFFIRMATIVE ACTION REQUIREMENTS

In connection with the performance of work under this Grant Agreement, Grantee 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 Wis. Stat. § 51.01(5), sexual orientation or national origin except as otherwise permitted by law. This is with respect to, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, Grantee further agrees to take affirmative action to ensure equal employment opportunities. Grantee agrees to post in conspicuous places, available for employees and applicants for employment, notices required by law.

Grantee, as a Wisconsin municipality, is exempt from submitting a written affirmative action plan to DOA. However, Grantees utilizing subcontractors for any work toward the project described in this Grant Agreement shall submit a Request for Exemption from Submitting an Affirmative Action Plan (form DOA-3024) within fifteen (15) working days after signing this Agreement. Within fifteen (15) working days after awarding each subcontract, Grantee shall submit a Contractor's Subcontractor List (form DOA-3023), and any required documents as prescribed within said form. All documents referenced in this paragraph must be submitted to DOA's Division of Enterprise Operations, P.O. Box 7867, Madison, WI 53707-7867 or via

email (preferred) at DOADEOSBOPPrograms@wisconsin.gov. Grantee is encouraged to contact this office at (608) 266-2605 for technical assistance on Equal Opportunity requirements.

Pursuant to 2019 Wisconsin Executive Order 1, Grantee agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

Additional federal requirements related to non-discrimination are outlined in Attachment G.

Failure to comply with the conditions of this article may result in the declaration of Grantee ineligibility, the termination of this Grant Agreement, or the withholding of funds.

ARTICLE 13. COMPLIANCE BY THIRD-PARTY RECIPIENTS OF FUNDS

With respect to funds received by Grantee under this Agreement, for each payment or distribution of funds made by Grantee to third-parties, including subrecipients, contractors, or subcontractors, Grantee shall be responsible for ensuring third-party compliance with all laws, rules, and regulations applicable to the receipt of such funds, including but not limited to applicable requirements of 2 C.F.R. Part 200 (Uniform Guidance), and the affirmative action requirements set forth in Article 12.

ARTICLE 14. INTERNAL CONTROLS

Grantee shall establish and maintain effective internal controls over the Grant Award funds that provide reasonable assurance that Grantee is managing the Grant Award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award and this Agreement. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States or the “Internal Control Integrated Framework” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

ARTICLE 15. SEGREGATION OF FUNDS AND ACCOUNTING RECORDS

Grantee shall maintain all Grant Award funds in a separate bank account used exclusively for the Grant Award funds or specifically identify the Grant Award funds in a separate internal account used to track all deposits, obligations, and expenditures of Grant Award funds. Grant Award funds shall be used only for purposes of Eligible Expenditures pursuant to this Grant Agreement. Grant Award funds shall not be intermingled with funds received from any other source. Additional requirements of Grantee’s financial management system are set forth in Article 16 below.

ARTICLE 16. FINANCIAL MANAGEMENT SYSTEM

Grantee shall maintain a financial management system that complies with the requirements of 2 C.F.R. Part 200.302, all other rules, regulations and requirements of the funding source described in Attachment C and with standards established by the Department to assure funds are spent in accordance with law. The financial management system shall permit the tracing of funds to a level of expenditures adequate to

establish that such funds have been used according to all applicable federal statutes and regulations and the terms and conditions of this Agreement.

Grantee shall assure that accounting records for funds received under this Grant Agreement are sufficiently segregated from other agreements, programs, and/or projects.

Grantee shall maintain a uniform double entry, full accounting system and a financial management information system in accordance with Generally Accepted Accounting Principles. Grantee's chart of accounts and accounting system shall permit timely preparation of reports of Program expenditures by provider type as required by the Department.

Grantee's financial management system shall further provide for the following:

- a) Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the Assistance Listings title and number, Federal award identification number and year, name of the Federal agency, and name of the pass-through entity, if any.
- b) Accurate, current, and complete disclosure of the financial results of each Federal award or program in accordance with the reporting requirements set forth in 2 C.F.R. Part 200.328 and 200.329.
- c) Records that identify adequately the source and application of funds for federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, financial obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.
- d) Effective control over, and accountability for, all funds, property, and other assets. Grantee must adequately safeguard all assets and assure that they are used solely for authorized purposes.
- e) Comparison of expenditures with budget amounts for each Federal award.
- f) Written procedures to implement the internal control requirements of 2 C.F.R. Part 200.303.
- g) Written procedures for determining the allowability of costs in accordance with 2 C.F.R. Part 200, subpart E, the terms and conditions of the Federal award and this Agreement.

ARTICLE 17. PROCUREMENT STANDARDS

Grantee shall maintain and adhere to documented procurement procedures that conform to the procurement standards identified in 2 C.F.R. Part 200.317 through 200.327. Grantee must maintain written standards of conduct governing procurement and the selection, award and administration of contracts that prohibit real or apparent conflicts of interest. No employee, officer, or agent of Grantee who has a real or apparent conflict of interest may participate in the selection, award, or administration of a contract supported by Grant Award funds.

All costs incurred by Grantee and paid for with Grant Award funds must be reasonable. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost.

ARTICLE 18. RECORDKEEPING AND PUBLIC RECORDS LAW

During and for a period of seven (7) years from the end of the Performance Period, Grantee shall maintain copies of all documents, including electronic documents and files, relating to Grantee's participation in the Program, including but not limited to all documents relating to goods and services purchased using the Grant Award, records sufficient to demonstrate that project expenses are eligible, and communications with the Department or the U.S. Department of Treasury concerning the Program. In the event Grantee is notified of litigation, claims, negotiations, or other actions involving Program records, records must be retained until the Department notifies the Grantee they may dispose of records.

The Department and any of its authorized representatives shall have access to and the right at any time to examine, audit, excerpt, transcribe and copy on Grantee's premises any directly pertinent records and computer files of Grantee involving transactions relating to this Agreement. Similarly, the State shall have access at any time to examine, audit, test and analyze any and all physical projects subject to this Agreement. If the material is held in an automated format, Grantee shall provide copies of these materials in the automated format or such computer file as may be requested by the State. Wherever practicable, records should be collected, transmitted, and stored in open and machine-readable formats.

This provision shall also apply in the event of cancellation or termination of this Agreement. Grantee shall notify the State in writing of any planned conversion or destruction of these materials at least 90 days prior to such action. Any charges for copies provided by Grantee of books, documents, papers, records, computer files or computer printouts shall not exceed the actual cost thereof to Grantee and shall be reimbursed by the State.

Pursuant to Wis. Stat. § 19.36(3), all records of Grantee that are produced or collected under this Grant Agreement are subject to public disclosure pursuant to a public records law request. Copies of the Grantee's application materials, excluding materials deemed to be confidential and proprietary information on the Application's Attachment D: Designation of Confidential and Proprietary Information (FFP_DOA-3027), are also subject to disclosure in accordance with applicable Wisconsin law. Representatives of the State of Wisconsin, U.S. Department of Treasury, the Comptroller General of the United States, or of other authorized governmental agencies have the right of access to any pertinent records of Grantee to make audits, examinations, excerpts, and transcripts.

ARTICLE 19. AUDITS

Grantees, or their assignees, that expend more than \$1,000,000 in Grantee's fiscal year shall have a certified annual audit performed, pursuant to 2 C.F.R. Part 200.501, utilizing Generally Accepted Accounting Principles and Generally Accepted Auditing Standards, consistent with 2 C.F.R. Part 200 (Uniform Guidance) audit provisions, other than such provisions as the U.S. Department of Treasury may determine as inapplicable to the Grant Award and subject to such exceptions that may be otherwise provided by Treasury, and the State Single Audit Guidelines issued by DOA. Audit reports are due to the Federal Audit

Clearinghouse within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. Reporting requirements to the Department with respect to a Grantee's single audit are outlined in Attachment E.

Grantee shall perform an "Agreed Upon Procedures Audit" on request of the Department. This audit shall consist of procedures and questions agreed upon by the Department and the auditor and shall extend beyond the scope of that provided for under the Wisconsin State Single Audit Guideline requirements.

ARTICLE 20. NO DUPLICATION OF FUNDS

No duplication of payment or reimbursement from another funding source is permitted. If Grantee receives funding from another source that is used to pay for or reimburse any expenditure that was reimbursed with funds received pursuant to this Grant Agreement, Grantee will notify the Department, withdraw the claimed expenditure to the extent covered by another source, and (a) utilize the funds received under this Grant Agreement for other Eligible Expenses sufficient to cover the payment received for the withdrawn expenditure during the Performance Period, or (b) repay the amount to the Department.

ARTICLE 21. REIMBURSEMENT OF FUNDS TO DEPARTMENT

Grantee shall be responsible for reimbursement to the Department for any disbursed funds which are determined by the Department to have been misused or misappropriated. The Department may also require reimbursement of funds if the Department determines that any provision of this Grant Agreement has been violated. Any reimbursement of funds which is required by the Department, with or without termination, shall be due within forty-five (45) days after giving written notice to Grantee.

ARTICLE 22. INDEMNIFICATION

In carrying out the provisions of this Grant Agreement or in exercising any power or authority contracted to Grantee thereby, there shall be no personal liability upon the State, it being understood that in such matters the Division and the Department act as agents and representatives of the State.

Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of Grantee, or of any of its agents or subrecipients, in performing work under this Grant Agreement.

Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any obligations arising out of agreements between Grantee and third-parties to perform services or otherwise supply products or services. Grantee shall also hold the State harmless for any audit disallowance, irrespective of whether the audit is ordered by federal or state agencies or by the courts.

ARTICLE 23. ASSIGNMENT OF RIGHTS AND RELATIONSHIPS

Grantee shall not assign all or any part of its rights under this Grant Agreement without prior written approval of the Department. Grantee shall be responsible for all matters involving any contractor or

subcontractor engaged under this Grant Agreement, including grant compliance, performance, and dispute resolution between itself and a contractor or subcontractor. The State and Department bear no responsibility for contractor or subcontractor, performance, or dispute resolution hereunder.

The employees of Grantee or any of its contractors, subcontractors, lessees, and the employees thereof, shall not in any manner be deemed to be employees, agents, joint venturers, or partners of the Department or the State of Wisconsin.

ARTICLE 24. DISCLOSURE: STATE PUBLIC OFFICIALS AND EMPLOYEES

If a State public official as defined by Wis. Stat. § 19.42, or an organization in which a State public official holds at least a 10% interest is a party to this Grant Agreement, this Grant Agreement is voidable by the Department unless timely, appropriate disclosure is made to the State of Wisconsin Ethics Commission, P.O. Box 7125, Madison, WI 53707-7125.

Grantee shall not engage the services of any person or persons now employed by the State, including any department, commission or board thereof, to provide services relating to this Grant Agreement without the prior written consent of the Department and the employer of such person or persons.

Grantee, its agents and employees shall observe all applicable provisions of the Ethics Code for Public Officials under Wis. Stats. §§ 19.41 et seq. and 19.59 et seq.

ARTICLE 25. SMALL BUSINESS, WOMEN, MINORITY, AND DISABLED VETERAN-OWNED BUSINESSES

In accordance with 2 C.F.R. Part 200.321 and Department policy, Grantee shall take all necessary affirmative steps to ensure that minority businesses, women's business enterprises, disabled veteran-owned businesses and labor surplus area firms are used when possible. Further information regarding this requirement is provided in the implementation materials issued by the Department.

ARTICLE 26. ADDITIONAL CONDITIONS

The Department may impose additional conditions as needed, pursuant to 2 C.F.R. Part 200.208(b), by providing written notice to Grantee. The Department may remove (or reduce) an additional condition by providing written notice to the Grantee. Grantee failure to comply with an additional condition may result in a Department decision to pursue remedies consistent with 2 C.F.R. Part 200.339, including a decision to suspend or cease payment of Grant Award funds.

ARTICLE 27. SUSPENSION OF PAYMENTS FOR FAILURE TO PERFORM

The Department reserves the right to suspend or cease payment of Grant Award funds if required reports are deficient or not provided to the Department on a timely basis, or if sufficient performance of Project activities is not evidenced. The Department further reserves the right to suspend or cease payment of funds under this Grant Agreement if there are deficiencies related to the required reports or if performance of contracted activities is not evidenced on other contracts between the Department and Grantee in whole or in part.

Grantee's management and financial capability including, but not limited to, audit results and performance may be taken into consideration in any or all future determinations by the Department and may be a factor in a decision to withhold payment and may be cause for termination of this Grant Agreement.

ARTICLE 28. TERMINATION OF AGREEMENT

The Department reserves the right to terminate this Grant Agreement in whole or in part, with or without cause, without penalty to the Department, effective upon mailing of notice of termination to Grantee. For the avoidance of doubt, termination by the Department is permitted for, among other things: failure of Grantee to make sufficient progress, failure to meet any FFP or Treasury requirement, failure of Grantee to comply with any of the terms of this Grant Agreement, and lack of appropriation. The Agreement may also be terminated by mutual agreement of the parties.

Upon termination, the Department's liability shall be limited to the actual costs incurred in carrying out the Project as of the date of termination plus any termination expenses having prior written approval of the Department. The Department shall have no liability to the Grantee whatsoever where the Project is ineligible for funding under applicable federal rules or in the event of termination due to non-appropriation of funds or receipt of funds by the Legislature or federal government. Upon receipt of termination notice, Grantee shall make available to the Department program records, equipment, and any other programmatic materials as requested by the Department.

In the event the Grant Agreement is terminated by either party, for any reason whatsoever, Grantee shall refund upon written demand to Grantee any payment made by the Department to Grantee that exceeds actual approved costs incurred in carrying out the Project as of the date of termination.

ARTICLE 29. AMENDMENT

This Grant Agreement may be amended by mutual consent of the parties hereto. Amendments shall be documented by written, signed and dated addenda.

Upon written request of the Grantee and at the sole discretion of the Department, an adjustment to the use of funds may be interchanged among eligible grant budget items without execution of an amendment; however, the total Grant Award amount shall not be exceeded. All other terms and conditions shall remain the same and in full effect if an adjustment is made.

ARTICLE 30. SEVERABILITY

If any provision of this Grant Agreement shall be adjudged to be unlawful, then that provision shall be deemed null and void and severable from the remaining provisions and shall in no way affect the validity of this Grant Agreement.

ARTICLE 31. SURVIVAL OF REQUIREMENTS

Unless otherwise authorized in writing by the Department, the terms and conditions of this Grant Agreement shall survive the Performance Period and shall continue in full force and effect until Grantee has completed and is in compliance with all the requirements of this Grant Agreement.

ARTICLE 32. WAIVER

Failure or delay on the part of either party to exercise any right, power, privilege, or remedy hereunder shall not constitute a waiver thereof. A waiver of any default shall not operate as a waiver of any other default or of the same type of default on a future occasion. Nothing in this Agreement shall be deemed a waiver of the State of Wisconsin's sovereign immunity.

ARTICLE 33. FORCE MAJEURE

Either party's performance of any part of this Agreement shall be excused to the extent that it is hindered, delayed, or otherwise made impractical by reason of flood, riot, fire, explosion, war, pandemics, epidemics, stay-at-home orders, acts, or omissions of the other party or any other cause, whether similar or dissimilar to those listed, beyond the reasonable control of that party. If any such event occurs, the non-performing party shall make reasonable efforts to notify the other party of the nature of such condition and the extent of the delay and shall make reasonable, good faith efforts to resume performance as soon as possible.

ARTICLE 34. CHOICE OF LAW AND VENUE

In the event of a dispute, this Agreement shall be interpreted in accordance with the laws of the State of Wisconsin. The venue for any dispute shall be Dane County, Wisconsin.

ARTICLE 35. ORDER OF PRECEDENCE

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency will be resolved by giving precedence in the following order:

- a. Applicable regulations and guidance issued by the United States Department of Treasury;
- b. Applicable State of Wisconsin laws and regulations;
- c. The terms of the Grant Agreement and its Attachments.
- d. The terms of the Grantee's application as accepted by the State.
- e. The terms of the Grant Announcement.

ATTACHMENT A

SCOPE OF WORK

In the event of conflict between Grantee's application and/or other supporting documents previously submitted to the Department by the Grantee with respect to the contents of this attachment, provisions within this attachment shall take precedence.

1. **Scope of Work:**

Renovation and expansion of the existing public library and installation of high-speed internet and digital connectivity equipment that enables work, education, and health monitoring, including the following:

- Renovation of the existing library and lower level (each level approximately 6,675 square feet in size); and expansion of the library by approximately 7,250 square feet, for a total of approximately 20,570 square feet, to include spaces designated for approximately 2 large multi-purpose community spaces, 2 telemedicine rooms, 3 small study rooms, and 2 mid-sized meeting rooms.
- Construction related demolition and site work
- Installation of broadband/high-speed internet for public use
- Purchase and installation of approximately 11 laptop computers and 1 printer for public use
- Purchase and installation of approximately 2 projectors and 2 screens in the classrooms and/or public community spaces
- Completion of architectural/engineering and grant administration required to complete the project

TIMETABLE

2. **Timetable:**

Due Date	Activity
	<i>All documents that are due for submission are to be submitted to Grantee's DEHCR Project Representative unless otherwise noted. The reporting shall be in the format as described in the reporting forms or implementation guidance issued by the Department.</i>
Prior to Construction and Acquisition	<ul style="list-style-type: none"> • Execute Grant Agreement. • Establish record keeping system. • Establish financial management system. • Procure architectural/engineering services, if contracting with third-party firm(s) for the services. Maintain executed contract(s) in the FFP project file.

	<ul style="list-style-type: none"> • Procure grant administration services, if contracting with a third-party for the services. Submit executed contract to DEHCR. • Enter into an agreement with the subrecipient for the project, if applicable. Maintain the executed subrecipient agreement in the FFP project file. • Complete Environmental Report and obtain official approval from DOA-DEHCR Environmental Desk. Submit copy of approval from Environmental Desk to DEHCR Project Representative. • Submit “Notice of Acquisition/Relocation to DEHCR” form if any acquisition (including easements) and/or relocation will be required for the FFP Project. • Complete acquisition and relocation requirements for property purchase, easement(s), etc., if applicable to Project. • Prepare and solicit construction and/or demolition related bids. • Submit detailed bid tabulation summary. • Submit copy of the advertisement for bids with the publisher’s affidavit to DEHCR. • Obtain all necessary permits. • Hold pre-construction meeting (pre-construction meeting is optional but strongly recommended). Submit meeting minutes/notes to DEHCR if a pre-construction meeting was held. • Ensure required Project sign is posted at the Project site in accordance with the requirements set forth in the FFP implementation policy materials issued by DEHCR (prior to or within the first week of starting construction).
January 7, 2025	<ul style="list-style-type: none"> • Submit FFP Quarterly Report and supporting documents for the reporting period of October 1, 2024, through December 31, 2024 (reporting Project activities from the Award Date through December 31, 2024), unless notified by DEHCR of another submission date. This reporting is due regardless of the status of the Grant Agreement execution on the due date.
January 15, 2025	<ul style="list-style-type: none"> • Submit Single Audit Statement for FY2024 to DEHCR. This Statement is due regardless of the status of the Grant Agreement execution on the due date. • Proceed with arranging for Single Audit for FY2024 if required (Single Audit Report will be due to Federal Audit Clearinghouse [FAC] within 30 days of Single Audit being completed or September 30, 2025, whichever date is <i>earlier</i>).
April 7, 2025	<ul style="list-style-type: none"> • Submit FFP Quarterly Report and supporting documents for the reporting period of January 1, 2025, through March 31, 2025, unless notified by DEHCR of another submission date.

	<ul style="list-style-type: none"> • Submit updated Sustainability Plan (for 5-Year Period following Project completion).
July 1, 2025	<ul style="list-style-type: none"> • Begin Construction.
July 7, 2025	<ul style="list-style-type: none"> • Submit FFP Quarterly Report and supporting documents for the reporting period of April 1, 2025, through June 30, 2025, unless notified by DEHCR of another submission date.
September 30, 2025	<ul style="list-style-type: none"> • Complete Single Audit and submit Single Audit Report for FY2024 to Federal Audit Clearinghouse [FAC] if the Grantee was required to complete a Single Audit for FY2024 (submit within 30 days of Single Audit completion or September 30, 2025, whichever date is earlier). Submit record of submission from the FAC website to DEHCR.
October 7, 2025	<ul style="list-style-type: none"> • Submit FFP Quarterly Report and supporting documents for the reporting period of July 1, 2025, through September 30, 2025, unless notified by DEHCR of another submission date.
January 7, 2026	<ul style="list-style-type: none"> • Submit FFP Quarterly Report and supporting documents for the reporting period of October 1, 2025, through December 31, 2025, unless notified by DEHCR of another submission date.
January 15, 2026	<ul style="list-style-type: none"> • Submit Single Audit Statement for FY2025 to DEHCR. • Proceed with arranging for Single Audit for FY2025 if required (Single Audit Report will be due to Federal Audit Clearinghouse [FAC] within 30 days of Single Audit being completed or September 30, 2026, whichever date is <i>earlier</i>).
April 7, 2026	<ul style="list-style-type: none"> • Submit FFP Quarterly Report and supporting documents for the reporting period of January 1, 2026, through March 31, 2026, unless notified by DEHCR of another submission date.
July 7, 2026	<ul style="list-style-type: none"> • Submit FFP Quarterly Report and supporting documents for the reporting period of April 1, 2026, through June 30, 2026, unless notified by DEHCR of another submission date.
September 30, 2026	<ul style="list-style-type: none"> • Complete all Construction Activities. • End of Construction Period. <i>No construction expenses incurred after this date.</i> • Complete Single Audit and submit Single Audit Report for FY2025 to Federal Audit Clearinghouse [FAC] if the Grantee was required to complete a Single Audit for FY2025 (submit within 30 days of Single Audit completion or September 30, 2026, whichever date is earlier). Submit record of submission from the FAC website to DEHCR.

October 7, 2026	<ul style="list-style-type: none"> • Submit FFP Quarterly Report and supporting documents for the reporting period of July 1, 2026, through September 30, 2026, unless notified by DEHCR of another submission date.
October 31, 2026	<ul style="list-style-type: none"> • Submit Final FFP Payment Request and supporting documents. • Submit Project Completion Report and supporting documents for the period of October 1, 2026, through October 31, 2026.
Within 30 Days of Receipt of Final FFP Payment	<ul style="list-style-type: none"> • Submit Financial Certification of Completion and supporting documentation.
January 7, 2027	<ul style="list-style-type: none"> • Submit Final Program Income Report.
January 15, 2027	<ul style="list-style-type: none"> • Submit Single Audit Statement for FY2026 to DEHCR. • Proceed with arranging for Single Audit for FY2026 if required (Single Audit Report will be due to Federal Audit Clearinghouse [FAC] within 30 days of Single Audit being completed or September 30, 2027, whichever date is <i>earlier</i>).
September 30, 2027	<ul style="list-style-type: none"> • Complete Single Audit and submit Single Audit Report for FY2026 to Federal Audit Clearinghouse [FAC] if the Grantee was required to complete a Single Audit for FY2026 (submit within 30 days of Single Audit completion or September 30, 2027, whichever date is earlier). Submit record of submission from the FAC website to DEHCR.

ATTACHMENT B

BUDGET

In the event of conflict between the Grantee's application and/or other supporting documents previously submitted to the Department by the Grantee with respect to the contents of this attachment, provisions within this attachment shall take precedence.

Project	Grant Award	Grantee Match Amount	Total
Dodgeville Public Library Renovation and Expansion Project	\$4,250,000.00	\$4,701,282.00	\$8,951,282.00

Grantee Match:

No minimum amount of match funding is required for the Grantee to receive the full Grant Award. Grantee costs in excess of the amounts established in the Budget will be the responsibility of the Grantee. Funds spent on activities outside the Scope of Work or funds spent in violation of the standards established in this Agreement cannot be claimed as Grantee match.

Engineering/Architectural Costs:

Eligible engineering/architectural costs for the purposes of this Agreement to be paid with the Grant Award shall not exceed the amount designated on the FFP Payment Request form. Any engineering/architectural costs exceeding the designated amount shall be borne by the Grantee.

Administrative Costs:

Eligible administration costs for the purposes of this Agreement to be paid with the Grant Award shall not exceed the amount designated on the FFP Payment Request form. Any administration costs exceeding the designated amount shall be borne by the Grantee.

ATTACHMENT C**SOURCE OF FUNDS**

Program Name: The United States Government, through the American Rescue Plan Act of 2021, has established the Capital Projects Fund through the U.S. Department of Treasury, and has awarded funds the State of Wisconsin to implementation of the Flexible Facilities Program, subject to certain conditions.

CFDA #: The CFDA Number for the FFP is 21.029.

Federal Award Identification Number (FAIN): CPFFN0201

Federal Award Date: October 6, 2022

Total Amount of the Federal Award: \$189,354,516.00

Amount of Federal Funds Obligated by this Award: (Budget Amount)

Funding Source:

The funds awarded under this Agreement have been encumbered and are subject to continued availability of funding from the U.S. Department of Treasury.

The contact information for the federal awarding official is:

U.S. Department of Treasury
Office of Recovery Programs
1500 Pennsylvania Avenue, NW
Washington, DC 20220

Phone: (844) 529-9527

Email: CapitalProjectsFund@treasury.gov

The contact information for the pass-thru agency official is:

David Pawlisch, Division Administrator

Department of Administration
Division of Energy, Housing & Community Resources
101 E. Wilson Street
Madison, WI 53707

Phone: (608) 261-7538

David.Pawlisch@wisconsin.gov

ATTACHMENT D

METHOD OF PAYMENT

The Department shall make payment via the method of the Department's discretion. The method of payment will either be via Automated Clearing House (ACH) or mailed check.

FFP Funds:

FFP funds awarded through this Agreement shall be released upon submission of required reporting. Request for final payment of any and all funds awarded by this Agreement must be received by the Department as set forth in the Timetable in Attachment A.

10% of the total grant award, up to a maximum of \$25,000.00, will be withheld from disbursement until the Grantee successfully completes the Project and submits Project completion documentation. The Department must approve the Project Completion Report for the Project to be considered complete.

Upon receipt by the Department of all required documents, Grantee may request Grant Award funds under this Agreement. The Grantee must comply with the payment request requirements issued by the Department, including as described in the Program Implementation Handbook. Invoices that the Grantee incurs do not have to be paid before the Department disburses grant funds to the grantee. Grantee may submit invoices as supporting documentation with the submission of grant payment requests/drawdowns and the Department will pay the grantee so they can pay the invoice.

The Department is not responsible for Grantee's disbursement of funds to contractors, sub-grantees and/or other creditors.

Project Funds:

Project funds will be disbursed pursuant to the Budget described in Attachment B. The Grantee is responsible for requesting all payments in accordance with requirements issued by the Department, including as described in the Department's Program Implementation Handbook.

Administrative Funds:

FFP administrative funds are to be disbursed pursuant to the Budget described in Attachment B and according to the requirements issued by the Department, including as described in the Department's Program Implementation Handbook.

Matching Funds:

Grantee costs in excess of the amounts established in the Budget will be the responsibility of the Grantee. Funds spent on activities outside the Scope of Work or funds spent in violation of the standards established in this Agreement shall not be reported as Grantee match.

ATTACHMENT E

REPORTING REQUIREMENTS

The Grantee agrees to follow the reporting procedures of the Department as specified in this Agreement, any published Program Implementation policy materials, and any subsequent revisions, which include but not limited to:

Reporting format:

The reporting shall be in the format as described in the reporting forms issued by the Department.

Quarterly Reporting:

Quarterly Reports for the reporting periods of January 1st through March 31st, April 1st through June 30th, July 1st through September 30th and October 1st through December 31st shall be submitted during the Performance Period and are due per the Timetable in Attachment A. Reporting must be in the format specified in the implementation policy materials and FFP Quarterly Report form issued by the Department.

Single Audit Reporting:

The Grantee shall submit a Single Audit Statement letter advising the Department of whether or not a Single Audit will be performed. The Single Audit Statement letter shall be submitted each calendar year during the Performance Period and thereafter until this Agreement has been closed out, and is due per the Timetable in Attachment A. If a Single Audit is required for a calendar year, then the Single Audit Report shall be submitted in accordance with the Timetable in Attachment A.

Labor Standards Reporting:

Grantees are subject to the Contract Work Hours and Safety Standards Act (CWHSSA), Fair Labor Standards Act (FLSA), and fair labor practices and must provide documents upon request for monitoring and must report contracting activities in accordance with the requirements in the implementation policy materials and FFP Quarterly Report Form issued by the Department.

Equal Opportunity Reporting:

Grantee shall submit equal opportunity data reporting in accordance with the requirements in the implementation policy materials and FFP Quarterly Report Form issued by the Department.

Project Completion Report:

The "Project Completion Report" and supporting documents must be submitted no later than 31 days after the Construction End Date as listed in the Timetable in Attachment A. The report shall be in the format specified in the implementation materials and Program Completion Report Form issued by the Department. It will require, at minimum, a summary of Program performance compared to Program goals and use of Program Income.

Financial Certification of Completion:

The Financial Certification of Completion and supporting documents must be submitted no later than thirty (30) days after the Grantee receives the final FFP payment, in the format specified in the implementation policy materials and Financial Certification of Completion Form issued by the Department.

Additional Reports and Information:

The Department reserves the right to amend and/or require additional information or reports as needed.

ATTACHMENT F

ADDITIONAL FLEXIBLE FACILITIES PROGRAM RULES

The Grantee shall comply with the additional program rules as follows:

1. DEPARTMENT POLICIES AND PROCEDURES

The Grantee agrees to follow all policies and procedures of the Department including, but not limited to those outlined in the Grant Announcement, the implementation policy materials issued by the Department.

The Grantee understands the Department has discretion to establish and revise the policies and procedures necessary to administer the Flexible Facilities Program and agrees to follow any such additions or revisions to its policies and procedures.

2. AMENDMENT

Amendment requests by Grantee should be made to the Department in writing. The Grantee understands that the Department will not entertain a request for an amendment within thirty (30) days of the end of this Agreement.

3. ADMINISTRATIVE STAFF

The Grantee shall maintain a staff sufficient to administer this Agreement and the activities and requirements arising therefrom. All records pertaining to this Agreement shall be kept at the Grantee's official place of business or at the office of the Grantee's administrator of this Agreement during the Performance Period. However, at completion of the Project all records shall be in the possession of the Grantee and maintained at the Grantee's official place of business. All executed contracts for the administration of this Agreement must be submitted to the Department.

4. MONITORING

The Grantee will be monitored by the Department at least once during the Performance Period of this Agreement. Grantees may undergo monitoring on-site at the Grantee's office or the Grantee will be asked to submit documentation to the Department for a desk monitoring session.

5. ENVIRONMENTAL PROTECTION

The Grantee is subject to environmental compliance requirements as outlined in this Agreement. Grantee shall also comply with the requirements set forth in the FFP Environmental Report Template and FFP implementation policy materials issued by the Department.

6. BROADBAND

As further outlined in Section 21 of Attachment G, Grantee agrees to ensure broadband service, meeting or exceeding 100 Mbps download speeds and between 20 Mbps and 100 Mbps upload speeds and scalable to a minimum of 100 Mbps symmetrical for download and upload speeds, is provided to the public at the FFP project site.

7. LABOR STANDARDS

The Grantee shall comply with the fair labor practices specified in the Grant Agreement, the Grant Announcement, and implementation policy materials issued by the Department.

8. ACQUISITION/RELOCATION

With respect to the acquisition of real property, the Grantee shall:

- Comply with Ch. 32, Wis. Stats., and related administrative rules issued by the Wisconsin Department of Administration.
- Comply with the Uniform Relocation Assistance and Real Property Acquisition (URA) Policies Act of 1970, as amended, and the Wisconsin Department of Transportation Implementing Instructions related to 49 C.F.R. Part 24.
- Comply with the requirements in the Acquisition and Relocation implementation policy materials issued by the Department.
- All proceeds derived from the disposition of real property acquired with FFP funds shall be treated as Program Income as described within this Agreement.

9. PROCUREMENT

Competitive procurement is required unless the purchase or contract qualifies as a micro-purchase under the provisions of 2 C.F.R. Part 200.320(a)(1) or it is approved for non-competitive procurement by the Department under the provisions of 2 C.F.R. Part 200.320(c). Non-competitive/sole source procurement requests for purchasing and/or contracting (other than micro-purchases) will be reviewed by the Department on a case-by-case basis. Grantees may complete and submit a request form following the procedure as laid out in the Program Implementation Handbook to make a request for non-competitive procurement of professional services.

Construction activities and equipment/material/supply purchases and installation must be completed no later than September 30, 2026. Grant administration and other professional services for the project (direct costs, not indirect costs) may be eligible depending upon the timing of when the costs were incurred, the amount of costs (limits apply to grant administration), and compliance with Program procurement and contracting requirements.

10. LOBBYING

The Grantee shall comply with Public Law 104-65 Lobbying Disclosure Act by maintaining signed copies of a 'Lobbying Certification', and 'Disclosure of Lobbying Activities,' if applicable, for all applicable contractors, using the forms issued by the Department. Grantee shall also comply with the lobbying requirements outlined in Attachment G.

11. PROGRAM INCOME

"Program Income" means gross income received by the Grantee directly generated from the use of the Grant Award including, but not limited to, the following:

- a. repayments of funds that had been previously provided to eligible beneficiaries;
- b. interest earned on any or all Grant Award funds obtained from the Department;

- c. proceeds derived after the Agreement close-out from the disposition of real property acquired with any or all funds provided under this Agreement or interest earned on Program Income pending its disposition.

The Grantee shall record all Program Income which shall be used in accordance with the rules and regulations of the FFP and U.S. Department of Treasury Capital Projects Fund. Program Income must be reported to the State on a quarterly basis using the quarterly reporting form issued by the Department through December 31, 2026.

12. FIVE-YEAR SUSTAINABILITY REQUIREMENT

The Grantee shall maintain and sustain the services and access funded with the Grant Award for at least five years after the completion of the proposed project. This includes use of the building (as outlined in Section 20 of Attachment G).

ATTACHMENT G

FEDERAL COMPLIANCE REQUIREMENTS for CAPITAL PROJECTS FUND

Grantee 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 Treasury regarding the foregoing. Grantee 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. Grantee shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

A. Federal regulations applicable to this award include, without limitation, the following:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
3. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
4. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
5. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
6. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
7. New Restrictions on Lobbying, 31 C.F.R. Part 21.
8. Generally applicable environmental laws and regulations, see DEHCR's Environmental Checklist available on the FFP webpage.

In addition, Grantee agrees:

- a. Pursuant to 2 C.F.R. Part 200.323, Grantee represents and warrants that in its performance under the Agreement, Grantee 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 C.F.R. 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.
- b. If this is a contract or sub-grant in excess of \$150,000, Grantee 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 Grant Award. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

9. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Grantee 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:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Grantee or DOA, 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.
- 10. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 11. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Agency should encourage its employees, grantees, and contractors 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.
- 12. Publications. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Grantee] via the Wisconsin Department of Administration by the U.S. Department of the Treasury.”
- 13. Assurances of Compliance with Civil Rights Requirements.
 - a. As a condition of receipt of federal financial assistance under this MOU, Grantee provides the following assurances with respect to the operation of its Program:
 - i. Grantee 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 C.F.R. Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
 - ii. Grantee acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Grantee 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, Grantee 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. Grantee 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 Grantee’s programs, services, and activities.

- iii. Grantee agrees to consider the need for language services for LEP persons when Grantee 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>.
- iv. Grantee acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Grantee and its successors, transferees, and assignees for the period in which such assistance is provided. Grantee understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Grantee, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Grantee for the period during which it retains ownership or possession of the property.
- v. Grantee acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances a-d above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between Grantee and its sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, 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 C.F.R. 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 C.F.R. Part 22, and herein incorporated by reference and made a part of this contract or agreement.

- b. Grantee shall cooperate with DOA in any enforcement or compliance review activities by the 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. Agency shall comply with information requests, on-site compliance reviews and reporting requirements.

- c. Grantee shall maintain a complaint log and inform DOA so it can inform the Treasury Department of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome.
 - d. Grantee must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Grantee and the administrative agency that made the finding. If the Grantee settles a case or matter alleging such discrimination, the Grantee must provide documentation of the settlement. If Grantee has not been the subject of any court or administrative agency finding of discrimination, please so state.
 - e. If the Grantee makes sub-awards to other agencies or other entities, Grantee is responsible for ensuring that subawardees also comply with Title VI and other applicable authorities covered in this document. Grantee must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subawardees.
14. Except as otherwise provided under 41 C.F.R. Part 60, Grantee shall include the equal opportunity clause provided under 41 C.F.R. Part 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R., 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 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor" in all contracts financed in whole or in part with the grant award that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3.
15. If the amount of the award under this Agreement is greater than \$100,000.00 the undersigned official(s) certifies that to the best of his or her knowledge and belief, that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned or Grantee, 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, Grantee shall

complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

- c. Grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification 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.

16. All contracts made by Grantee under a federal award, as applicable must contain the contract provisions required under 2 C.F.R. Part 200, Appendix II to Part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Specifically, Grantee must ensure that all contracts 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.
17. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Award funds may not be used to procure or obtain any covered telecommunication and video surveillance services or equipment as described in 2 C.F.R. 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. Domestic Preferences in Procurement. Grantee will provide a preference for the procurement or use of goods, products, or materials produced in the United States as described in 2 C.F.R. Part 200.322 and Executive Order 14005 Ensuring the Future is Made in All of America by All of America’s Workers (January 25, 2021).
19. Federal Interest and Insurance. Grantee agrees that any equipment, supplies or real property purchased or, in the case of real property, improved, using award funds will be used for the purpose and in the manner described in the approved Grant Plan or Program Plan, subject to the Guidance, the requirements of 2 C.F.R. Part 200.310, Insurance, 2 C.F.R. Part 200.311, Real Property, 2 C.F.R. Part 200.313, Equipment, 2 C.F.R. Part 200.314 Supplies, 2 C.F.R. Part 200.315, Intangible Property, as applicable, and any other restriction Treasury may impose as a condition to approving the State’s Application.
20. Use of Buildings. Grantee agrees that any buildings constructed or improved using award funds to jointly and directly enable work, education, and health monitoring will be used for all three of these purposes for a period of at least five years after completion of the construction of or improvement to such a building.
21. Labor.

- a. **Mechanics & Laborers.** Where applicable, all contracts awarded by the Grantee 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. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. § 3702 of the Act, 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. 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.
- b. **Fair Wages.** The Grantee must ensure fair wages are paid to workers in the laborer or mechanic job classification for construction. They must be paid wages and benefits in accordance with the FFP requirements. 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 an apprentice, they shall be compensated according to the provisions of their Federal or State recognized apprenticeship documentation. If the laborer or mechanic is not a member of a collective bargaining agreement and not an apprentice in Federal or State recognized apprenticeship program, they shall be paid 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, or an hourly wage and fringe benefits rate no less than the hourly rate specified in Federal Executive Order 14026 for federally assisted contracts, which is updated annually. The Grantee shall collect and review all contractors' payroll records for the weeks they work on the FFP project, and related fringe benefits documentation, for fair labor practices compliance monitoring, and ensure findings of non-compliance are resolved.

[signature required on next page]

FFP 24-07

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood Grantee's obligations as herein described, that any information submitted in conjunction with the assurances above is accurate and complete, and that Grantee is in compliance with the aforementioned nondiscrimination requirements.

Grantee:

City of Dodgeville

By: Barry N. Hottmann
(Chief Elected Official signature)

Name: Barry Hottmann, Mayor

Date: 4/2/2025

By: Lauree Aulik
(Clerk signature)

Name: Lauree Aulik, Clerk

Date: 4/2/2025



Dodgeville Public Library Move Proposal

March 20, 2025

Dodgeville Public Library
Attn: Carrie Portz
139 S Iowa Street
Dodgeville, WI 53533

Hi Carrie,

On behalf of our entire Coakley Brothers team, we appreciate the opportunity to submit this quote to move all furniture, contents and shelving located at 139 S Iowa St. All items to be delivered to 410 E. Leffler St. Move volume includes (3.5) semi loads of books, (2) semi loads of shelving, (2) semi loads of furniture and contents and (.5) semi loads of any remaining decommission. Please see below pricing breakdown and move timeline for additional information regarding your project scope.

Moving Services: \$33,492
Disassemble and Install Shelving: \$41,172
Project Management: \$1,650
Total: \$76,314.00

*Add \$8,000 for Coakley Brothers to Pack and Unpack Books

Let me know if you have any questions.

Thanks,

William A. Zlotocha
wzlotocha@brothersinteriors.com
(414) 759-2226

Signature: _____ Date: _____

E-mail address to send invoice: _____

Terms: 50% Deposit w/ Balance Due on Completion

All projects are subject to Coakley Brother's Relocation Conditions & Terms and Conditions. If you accept this proposal, please sign & complete above fields and the Commercial In-Transit Liability Coverage form that follows.

MOVE PLAN & PRICING (All rates are based on prevailing wages)

Section VI. Item #10.

Measuring and Tagging

Prior to the main move, **Dick Benda from Hallett Movers**, along with the move coordinator from the **Dodgeville Public Library** will work together to color-code and number the stack floor plan or blueprint for collection move. Maintaining shelf list order is of course, the primary concern. **Hallett** will maintain this order by using a color-coding and tagging method specifically designed for library materials. Each collection in the library will be assigned a distinctive color.

Each colored tag or sticker signifies a specific shelf in the new location already assigned on the blueprint. No two shelves will be assigned the same color or number. **Hallett** will use two sets of duplicate-colored numbered tapes. One sticker will be used for the first item/book of every shelf in the existing library and the other (duplicate) will be used for the physical shelf in the new location. **Dick Benda from Hallett Movers** will measure and tag the collection so that the books will be spread out evenly on the new shelving before they are shifted. This will leave the same approximate empty space on each shelf after the move is completed. All that needs to be done, if all planning and tagging is correct, is to match tags when the materials are unpacked.

Hallett Movers will pack and unpack the collection. The packing of your collection will be accomplished by off-loading your collection into our specially designed containers called “half miscs” designed for access to all aisles. This process will keep your collection in its shelf list order. The **Hallett** system of color-coding and numbering the collection allows the packing and unpacking to be done in various areas simultaneously resulting in a more expeditious relocation.

Measuring and Tagging **\$1000.00**

Shelving Move and Assembly

Disassembly, relocation and reassembly of all designated library shelving. This includes approximately 120 sections of double-sided and single-sided shelving.

TOTAL COST: **\$25,500.00**

Main Move

Relocation of all designated library shelving, collection, furniture etc from the current library location to the new library location. This will include the measuring, tagging, moving and unpacking of approximately 900 shelves of books and other library materials. The crew will consist of 1 project manager, 1 driver/truck, 7 movers and 3 installers. The moving process will be completed over the course of four days.

MAIN MOVE TOTAL: **\$37,500.00**

Equipment Rental and Materials:

This includes the use of all moving equipment, 300 book containers etc.

MATERIALS TOTAL: **\$1,000.00**

TOTAL MOVING COST: **\$65,000.00**

*YERGES MOVING AND STORAGE
P. O. BOX 339
1230 WHITEWATER AVE.
FORT ATKINSON, WI 53538-0339
920-563-5000*

January 7, 2025

Dodgeville Public Library
Attn: Carrie Portz
139 S Iowa St
Dodgeville, WI 53533

Dear Carrie:

Thank you for contacting us about the project for your library. Yerges Moving and Storage assures you of quality service and a smooth transition during this event.

Based on Kevin's survey of the library and his discussion with you as to what needs to be done, we are quoting you a price of **\$24,928.00-27,350.50**. This includes labor, fuel surcharge, overnight expenses, and cart rental.

Kevin is estimating 8 days to do this project. This estimate is based on us moving all contents to one location.

*One-half payment is required prior to the move. The remaining balance will be invoiced upon completion and will be due within **10 days** of the invoice date.*

Please let us know as soon as possible what dates work best for you or if you have any questions.

Sincerely,



Kori Becker
Moving Consultant