# PUBLIC NOTICE



Common Council Regular Meeting Tuesday, June 03, 2025 at 5:30 PM City Hall, 100 E Fountain St, Dodgeville, WI 53533

# AGENDA

- I. CALL TO ORDER AND ROLL CALL
- I. PLEDGE OF ALLEGIANCE

## **II. CONSENT AGENDA**

- 1. Approval of Minutes from May 20, 2025.
- Approval of Mobile Home Park License Renewals for 2025-2026: Martin Mobile Home Park, Slaney Mobile Home Park, & Starr Mobile Home Park.
- <u>3.</u> Approval of Dance License Renewals for 2025-2026; Dodger Bowl Lanes & Banquet Hall, Jeffrey's House of Foolishness, The Red Room Bar & Restaurant, and Dino's Bar & Grill.
- 4. Approval of Claims from June 3, 2025.

# **III. PUBLIC HEARING**

- 5. Review proposed Future Land Use Map Amendment for a parcel of land located along the east side of State Highway 23, south of Compassion Way and north of Brennan Road. Public hearing on future land use map changes in the City's Comprehensive Plan. The proposed amendment would adjust land use boundaries to better reflect existing conditions and also to include planned residential, commercial and industrial uses within the property.
- 6. Public Comment
- 7. Motion to adjourn the Public Hearing
- IV. PUBLIC COMMENT Citizen or delegation presentations, requests or comments and discussion of same, pursuant to Wis. Stat. Sec. 19.83 (2) and Sec. 19.84 (2). Ten minute limit except by consent of council. No action will be taken on any item that is not specifically listed on the agenda.

## V. REPORTS/RECOMMENDATIONS

- 8. Chamber of Commerce Update
- 9. Police Report
- 10. Clerk/Treasurer Report
- 11. Mayor Report
- 12. Recreation Update

## **VI. NEW BUSINESS**

- 13. Discussion and possible action regarding City Building Inspection.
- 14. Discussion and possible action to fill the Director of Public Works Position.

- 15. Discussion and possible action to approve ADCI Contract.
- 16. Consideration of recommendation from Plan Commission on conditional use permit from Vita Builders LLC, located on King St. (216-1074.E), to allow construction of a grain elevator to exceed the height requirements set forth in the M-L Zoning District.
- 17. Approval of the 2025-2026 Ice Wolves Hockey Contract.
- <u>18.</u> Discussion and possible action to approve the contract with Joe Daniels Construction Co., Inc. for the Dodgeville Public Library Addition and Renovation project.
- <u>19.</u> Discussion and possible action to approve the use of Daniels Contingency Use Authorization Form relating to change orders for the administration building construction.
- <u>20.</u> Discussion and possible action to approve Ordinance 2025-08: Adopting an Amendment to the Comprehensive Plan for the City of Dodgeville.
- 21. Discussion and possible action to approve movie night at the Comer Pool.
- 22. Discussion and possible action to Renew Extension of Premises requests from Bob's Bitchin BBQ and Dino's Bar & Grill for 2025-2026.
- 23. Approval of the following liquor license renewals for 2025-2026:

Class "A" Retailers Fermented Malt Beverage & Class "A" Intoxicating Liquor License Renewals: Dean's Liquor LLC - Dean W. Rogers, Agent; Kwik Trip, Inc. dba Kwik Trip #340 -Scott F. Oomens, Agent; Kwik Trip, Inc. dba Kwik Trip #765 - Harry G. Hying, Agent; New Horizons Supply Cooperative - Dawn M. Johnson, Agent; Piggly Wiggly Midwest, LLC dba Piggly Wiggly Supermarket #403 - Bradley J. Smith, Agent; Walgreen Co. dba Walgreens #10962 - Stacie L. Hoffman - Agent; Wal-Mart Stores East, LP dba Walmart #847 - David C. Murphy, Agent

Class "B" Retailer's Fermented Malt Beverage & "Class B" Intoxicating Liquor License Renewals for: Bobs Bitchin BBQ, LLC - Robert L. Page, Agent; Dodger Bowl Lanes & Catering LLC dba Dodger Bowl - Ashley E. Price, Agent; Jeffrey W Krier dba Jeffrey's House of Foolishness - Jeffrey W Krier, Agent; The Red Room, Inc. dba Red Room Bar & Restaurant -Kelly I. U'Ren, Agent; Whitish & Wickless, LLC dba Dino's Bar & Grill - Richard D. Whitish, Agent

Class "B" Retailer's Fermented Malt Beverage and Class "C" Wine License for: Cathryn's Market LLC dba Cathryn's Market - Cathryn M. Gonyer, Agent

Class "B" Retailer's Fermented Malt Beverage License Renewal for: Southern Wisconsin Huts LLC. dba Pizza Hut - Clint J. Miller, Agent

24. Approval of Cigarette, Tobacco, and Electronic Vaping Device Retail License Renewals for 2025-2026: Dean's Liquor LLC; Kwik Trip, Inc. dba Kwik Trip Store #340 and Kwik Trip Store #765, New Horizons Supply Cooperative; Piggly Wiggly Midwest, LLC dba Piggly Wiggly Supermarket #403; and Walgreen Co. dba Walgreens #10962 25. Discussion and possible action to approve grinding of the brush pile near the cemetery.

# **VII. CLOSED SESSION**

26. Adjourn to closed session pursuant to Wis. Stat. sec. 19.85(1)(c) to consider employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, specifically related to employment of the clerk-treasurer (rollcall vote).

## **VIII. OPEN SESSION**

- 27. Reconvene to Open Session
- 28. Any action needed as a result of Closed Session.

## IX. ADJOURN

29. 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 Police Department**

111 W Merrimac ST

Incident Report

Section II. Item #3.

**Case Number:** 

	(608) 935-3238						
Date/Time Reported Nature of Incident		Case Status					
05/29/2025 10:34 am License-Dance		Closed					
	Case Outcome/Disposition						
05/28/2025 10:34 AM to 05/29/2025 5:00 PM	Closed						
City of Dodgeville, All Streets, Dodgeville WI 53533							
Assigned Units		Assign Arrive Clear					
Assigned Chief Brandon E Wilhelm	DPD	10:34					
Applicant							
Dodger Bowl, 321 W King ST , Dodgeville, WI 53533 Phone: (608) 935-2595							
Applicant							
Dino's, 110 N Diagonal ST , Dodgeville, WI 53533 Phone: (	608) 935-9380						
Applicant							
Red Room Tavern, 108 E Merrimac ST , Dodgeville, WI 53	533 Phone: (608) 935-7108						
Applicant							
Jeffrey's Tavern, 113 E Chapel ST Apt. , Dodgeville, WI 53	533 Phone: (608) 935-3078						
Report Notes							
INFORMATION							
These agencies have made written application or rene Dodgeville:	wal application for a Dance Li	cense in the City of					
Dodger Bowl							
Dino's	•						
Red Room							
Red Room Jeffrey's							
		se described on the					
Jeffrey's The Chief of Police has conducted an on-site inspection application. The inspection revealed compliance with The report to the Common Council recommended app	the requirement of law. roval for the application or lice						
Jeffrey's The Chief of Police has conducted an on-site inspection application. The inspection revealed compliance with The report to the Common Council recommended app records provide no justification for law enforcement de	the requirement of law. roval for the application or lice						
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# **COMMON COUNCIL - CLAIMS REPORT**

Tuesday, June 3, 2025

		AMOUNT
Accounts Payable		
Capital Project Fund	\$	450,988.82
Affordable Housing Fund	\$	-
General Fund	\$	37,730.29
Debt Service Fund	\$	-
Water Fund	\$	31,675.94
Sewer Fund	\$	9,653.90
Library Fund	\$	4,278.95
TID 3 Fund	\$ <b>\$</b>	15,150.00
TOTAL ACCOUNTS PAYABLE	\$	549,477.90
Payroll		
General Fund (100)	\$	93,608.73
Water Fund (200)	\$	8,879.25
Sewer Fund (300)	\$	8,685.23
Special Purpose Library Fund (150)	\$	12,065.57
TOTAL PAYROLL	\$ <b>\$</b>	123,238.78
TOTALS BY FUND		
GENERAL (100, 140, 150, 160, 161, 170)	\$	613,822.36
WATER (200)	\$	40,555.19
SEWER (300)	\$	18,339.13
TOTAL ALL PAYMENTS	\$	672,716.68

CITY OF DODGEVILLE

Payment Approval Report - Fund Totals Report dates: 5/21/2025-6/3/2025

Jun 03, 2025 07:39AM

#### Report Criteria:

Invoices with totals above \$0.00 included.

Only paid invoices included.

Vend	dor \	/endor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
GEN	ERAL FUND								
	Total GENERAL	L FUND:				37,730.29	37,730.29		
SPEC		LIBRARY FUND							
	Total SPECIAL	PURPOSE LIBRARY F	UND:			4,278.95	4,278.95		
CAPI	TAL PROJECT F	FUND							
	Total CAPITAL	PROJECT FUND:				450,988.82	450,988.82		
WAT	ER								
	Total WATER:					31,627.33	31,627.33		
SEW	ER								
	Total SEWER:					9,653.90	9,653.90		
TIF 3									
	Total TIF 3:					15,150.00	15,150.00		
	Total :					48.61	48.61		
	Grand Totals:					549,477.90	549,477.90		

Dated:	
Mavor:	
, , , , , , , , , , , , , , , , , , ,	
City Council:	
Clerk/Treasure	er:

Check Register - Summary Check Issue Dates: 5/21/2025 - 6/3/2025 Section II. Item #4.

Jun 03, 2025 07:38AM

## Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
05/25	05/23/2025	64330	34	ALLIANT ENERGY/WP&L (UTILITY PAYMENTS)	150-21000-000-000	5.57
05/25	05/23/2025	64331	89	BAKER & TAYLOR LLC	150-21000-000-000	659.49
05/25	05/23/2025	64332	1328	GFC Leasing WI	150-21000-000-000	243.85
05/25	05/23/2025	64333	451	INKWELL PRINTERS LLC	150-21000-000-000	375.00
05/25	05/23/2025	64334	1040	UPLAND HILLS HEALTH INC	100-21000-000-000	1,297.60
05/25	05/23/2025	64335	2134	River Valley Raptors Inc	150-21000-000-000	400.00
05/25	05/30/2025	64336	1829	Motor Parts & Equipment Corp	999-21000-000-000	48.61
06/25	06/02/2025	64337	89	BAKER & TAYLOR LLC	150-21000-000-000	486.08
06/25	06/02/2025	64338	1592	DENNIS J MARKLEIN	150-21000-000-000	650.00
06/25	06/02/2025	64339	1844	Dubuque County Historical Society	150-21000-000-000	562.40
06/25	06/02/2025	64340	1823	Elan Financial Services	150-21000-000-000	29.72
06/25	06/02/2025	64341	668	MHTC-MH	150-21000-000-000	158.17
06/25	06/02/2025	64342	1830	Playaway Products LLC	150-21000-000-000	194.97
06/25	06/03/2025	64343	1391	608 CUSTOM SCREEN PRINTING	100-21000-000-000	181.00
06/25	06/03/2025	64344	1299	ABT MAILCOM	150-21000-000-000	2,002.63
06/25	06/03/2025	64345	1596	ASSOCIATED APPRAISAL CONSULTANTS INC.	100-21000-000-000	1,555.33
06/25	06/03/2025	64346	94	BARD MATERIALS	300-21000-000-000	90.00
06/25	06/03/2025	64347	1776	Blain's Farm & Fleet	100-21000-000-000	570.61
06/25	06/03/2025	64348	128	BOUND TREE MEDICAL LLC	100-21000-000-000	514.32
06/25	06/03/2025	64349	1778	Brennum, David S	100-21000-000-000	20.00
06/25	06/03/2025	64350	1645	CAPITAL ONE (WALMART)	100-21000-000-000	648.11
06/25	06/03/2025	64351	2028	CentralSquare Technologies LLC	100-21000-000-000	126.00
06/25	06/03/2025	64352	188	CINTAS CORPORATION #446	100-21000-000-000	40.64
06/25	06/03/2025	64353	191	CITY OF DODGEVILLE	100-21000-000-000	396.12
06/25	06/03/2025	64354	1744	CivicPlus LLC	100-21000-000-000	3,507.00
06/25	06/03/2025	64355	210	COLLINS & HYING LLC	100-21000-000-000	112.02
06/25	06/03/2025	64356	763	CONWAY SHIELDS	100-21000-000-000	690.00
06/25	06/03/2025	64357	307	DODGEVILLE SCHOOL DISTRICT	100-21000-000-000	2,189.11
06/25	06/03/2025	64358	2025	Edge Professional Services LLC	100-21000-000-000	1,400.00
06/25	06/03/2025	64359	1823	Elan Financial Services	100-21000-000-000	4,048.05
06/25	06/03/2025	64360	1772	Fire Service Inc	100-21000-000-000	2,755.75
06/25	06/03/2025	64361	1328	GFC Leasing WI	100-21000-000-000	135.16
06/25	06/03/2025	64362	427	HALLADA MOTORS INC	100-21000-000-000	4,504.02
06/25	06/03/2025	64363	2126	Hamilton Tree Service	100-21000-000-000	300.00
06/25	06/03/2025	64364	435	HAWKINS INC	200-21000-000-000	1,041.50
06/25	06/03/2025	64365	440	HENNESSEY IMPLEMENT INC	300-21000-000-000	54.55
06/25	06/03/2025	64366	1738	Holiday Wholesale Inc	100-21000-000-000	450.85
06/25	06/03/2025	64367	485	JARED WEIER	100-21000-000-000	140.00
06/25	06/03/2025	64368	2016	Julia Oellerich	430-21000-000-000	500.00
06/25	06/03/2025	64369	1779	JX Enterprises Inc	300-21000-000-000	796.81
06/25	06/03/2025	64370	562	KEVINS OVERHEAD DOOR	100-21000-000-000	2,080.00
06/25	06/03/2025	64371		MEDLINE INDUSTRIES INC.	100-21000-000-000	249.46
06/25	06/03/2025	64372	662	MEDPRO MIDWEST GROUP	100-21000-000-000	272.50
06/25	06/03/2025	64373	678	MID-AMERICAN RESEARCH CHEMICAL	300-21000-000-000	240.00
06/25	06/03/2025	64374		MIDWEST METER INC	200-21000-000-000	15,883.00
06/25	06/03/2025	64375	1350	NATHAN BIRDSILL	100-21000-000-000	20.00
06/25	06/03/2025	64376	2115	Northeast Acres Rentals LLC	430-21000-000-000	15,000.00
06/25	06/03/2025	64377		OREILLY AUTO PARTS	100-21000-000-000	519.43
06/25	06/03/2025	64378		PETTY CASH	100-21000-000-000	300.00
06/25	06/03/2025	64379		PILLING ELECTRIC SERVICE LLC	100-21000-000-000	275.97
06/25	06/03/2025	64380		POMASL FIRE EQUIPMENT INC	100-21000-000-000	3,834.54
06/25	06/03/2025	64381		RELIANT FIRE APPARATUS INC	100-21000-000-000	80.93
06/25	06/03/2025	64382		RITCHIE IMPLEMENT INC	200-21000-000-000	831.23
- 5,20		5.002				

#### Check Register - Summary Check Issue Dates: 5/21/2025 - 6/3/2025

Section II. Item #4.

Jun 03, 2025 07:38AM

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
06/25	06/03/2025	64383	1335	SCHMITZ JANITORIAL SUPPLY	300-21000-000-000	122.00
06/25	06/03/2025	64384	1390	SIMPLY SWIMMING	100-21000-000-000	68.10
06/25	06/03/2025	64385	622	SJE	300-21000-000-000	879.03
06/25	06/03/2025	64386	926	STAPLES ADVANTAGE	100-21000-000-000	96.35
06/25	06/03/2025	64387	2000	Teamsters Local 120	100-21000-000-000	774.00
06/25	06/03/2025	64388	987	THE SHOE BOX LTD	100-21000-000-000	130.50
06/25	06/03/2025	64389	1015	TOP PACK DEFENSE LLC	100-21000-000-000	912.02
06/25	06/03/2025	64390	1018	TOWN & COUNTRY ENGINEERING INC	200-21000-000-000	6,207.50
06/25	06/03/2025	64391	1046	USA BLUEBOOK	200-21000-000-000	1,244.63
06/25	06/03/2025	64392	82	BADGER SPORTING GOODS CO INC	160-21000-000-000	2,110.00
06/25	06/03/2025	64393	84	BADGER SWIMPOOLS INC	160-21000-000-000	31,085.56
06/25	06/03/2025	64394	2116	Daniels Construction	160-21000-000-000	408,569.91
06/25	06/03/2025	64395	1823	Elan Financial Services	160-21000-000-000	190.00
06/25	06/03/2025	64396	2135	JR's Mulch Sales Inc	160-21000-000-000	6,187.50
05/25	05/24/2025	700141	1397	DEERE CREDIT INC	160-21000-000-000	1,783.83
05/25	05/30/2025	700142	2063	Employee Benefits Corporation	100-21000-000-000	90.00
06/25	06/03/2025	700143	1397	DEERE CREDIT INC	160-21000-000-000	1,062.02
06/25	06/03/2025	700144	34	ALLIANT ENERGY/WP&L (UTILITY PAYMENTS)	300-21000-000-000	15,789.45
06/25	06/03/2025	700145	1975	Zift Systems	200-21000-000-000	5.00

Grand Totals:

#### Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
100-21000-000-000	.00	39,027.89-	39,027.89-
100-21550-000-000	774.00	.00	774.00
100-41140-000-000	2,189.11	.00	2,189.11
100-46210-000-000	396.12	.00	396.12
100-46731-000-000	300.00	.00	300.00
100-51530-210-000	1,555.33	.00	1,555.33
100-51600-340-000	40.64	.00	40.64
100-51710-222-000	821.07	.00	821.07
100-51710-310-000	78.79	.00	78.79
100-51963-390-000	90.00	.00	90.00
100-52100-175-000	660.00	.00	660.00
100-52100-180-000	252.02	.00	252.02
100-52100-310-000	39.88	.00	39.88
100-52100-325-000	1,149.18	.00	1,149.18
100-52100-326-000	180.00	.00	180.00
100-52100-340-000	432.30	.00	432.30
100-52200-222-000	563.61	.00	563.61
100-52200-340-000	36.88	.00	36.88
100-52200-410-000	80.93	.00	80.93
100-52300-175-000	690.00	.00	690.00
100-52300-210-000	533.66	.00	533.66
100-52300-222-000	508.60	.00	508.60
100-52300-345-000	763.78	.00	763.78
100-52300-400-000	8,338.56	.00	8,338.56
100-52300-500-000	2,755.75	.00	2,755.75
100-52400-390-000	1,400.00	.00	1,400.00
100-53230-390-000	471.88	.00	471.88
100-53240-390-000	35.96	.00	35.96
100-53415-390-000	230.85	.00	230.85

550,775.50

CITY OF DODGEVILLE

Check Register - Summary Check Issue Dates: 5/21/2025 - 6/3/2025

Jun 03, 2025 07:38AM

GL Account	Debit	Credit	Proof
100-53420-390-000	66.97	.00	66.97
100-54910-222-000	99.95	.00	99.95
100-54910-340-000	1,042.70	.00	1,042.70
100-54910-400-000	14.03	.00	14.03
100-55170-000-000	3,507.00	.00	3,507.00
100-55200-222-000	1,220.56	.00	1,220.56
100-55200-400-000	401.69	.00	401.69
100-55200-600-000	1,085.38	.00	1,085.38
100-55300-175-000	2,763.92	.00	2,763.92
100-55300-600-000	43.10	.00	43.10
100-55300-900-000	803.88	.00	803.88
100-55310-000-000	108.41	.00	108.41
100-55330-000-000	1,297.60	.00	1,297.60
100-55420-175-000	181.00	.00	181.00
100-55420-310-000	298.06	.00	298.06
100-55420-600-000	306.64	.00	306.64
100-55430-390-000	68.10	.00	68.10
100-56700-210-000	350.00	.00	350.00
150-21000-000-000	.00	4,278.95-	4,278.95-
150-55115-221-000	280.38	.00	280.38
150-55115-223-000	88.18	.00	88.18
150-55115-224-000	243.85	.00	243.85
150-55115-311-000	20.40	.00	20.40
150-55115-312-000	188.73	.00	188.73
150-55115-321-000	1,145.57	.00	1,145.57
150-55115-323-000	194.97	.00	194.97
150-55115-361-000	29.72	.00	29.72
150-55115-371-000	1,361.59	.00	1,361.59
150-55115-391-000	5.57	.00	5.57
150-55115-392-000	650.00	.00	650.00
150-55115-394-000	69.99	.00	69.99
160-21000-000-000	.00	450,988.82-	450,988.82-
160-57140-000-000	408,569.91	.00	408,569.91
160-57210-000-000	190.00	.00	190.00
160-57600-000-000	2,110.00	.00	2,110.00
160-57620-000-000	31,085.56	.00	31,085.56
160-57640-000-000	6,187.50	.00	6,187.50
160-58100-000-000	2,845.85	.00	2,845.85
200-18115-000-346	15,883.00	.00	15,883.00
200-18116-000-397	6,207.50	.00	6,207.50
200-21000-000-000	.00	31,627.33-	31,627.33-
200-53700-605-000	13.99	.00	13.99
200-53700-622-000	6,288.52	.00	6,288.52
200-53700-631-000	1,041.50	.00	1,041.50
200-53700-641-000	1,280.87	.00	1,280.87
200-53700-680-100	906.95	.00	906.95
200-53700-689-000	5.00	.00	5.00
300-21000-000-000	.00	9,653.90-	9,653.90-
300-53600-000-821	1,397.98	.00	1,397.98
300-53600-000-827	4,166.07	.00	4,166.07
300-53600-000-831	879.90	.00	879.90
300-53600-000-834	2,303.00	.00	2,303.00
300-53600-000-840	906.95	.00	906.95
430-21000-000-000	.00	15,150.00-	15,150.00-
430-56710-000-000	150.00	.00	150.00
430-57700-000-000	15,000.00	.00	15,000.00

CITY OF DODGEVILLE		Check Register - Summary Check Issue Dates: 5/21/2025 - 6/3/2025		Section II. Item #4. Jun 03, 2025_07:38AM	
	GL Account	Debit	Credit	Proof	
	999-21000-000-000	.00	48.61-	48.61-	
Grand T	otals:	,	550,775.50-	.00	
Dated:					
Mayor:				-	
City Council:				-	
City Recorder:					
Report Criteria Report typ	n: be: Summary				
	pe = {<>} "Adjustment"				

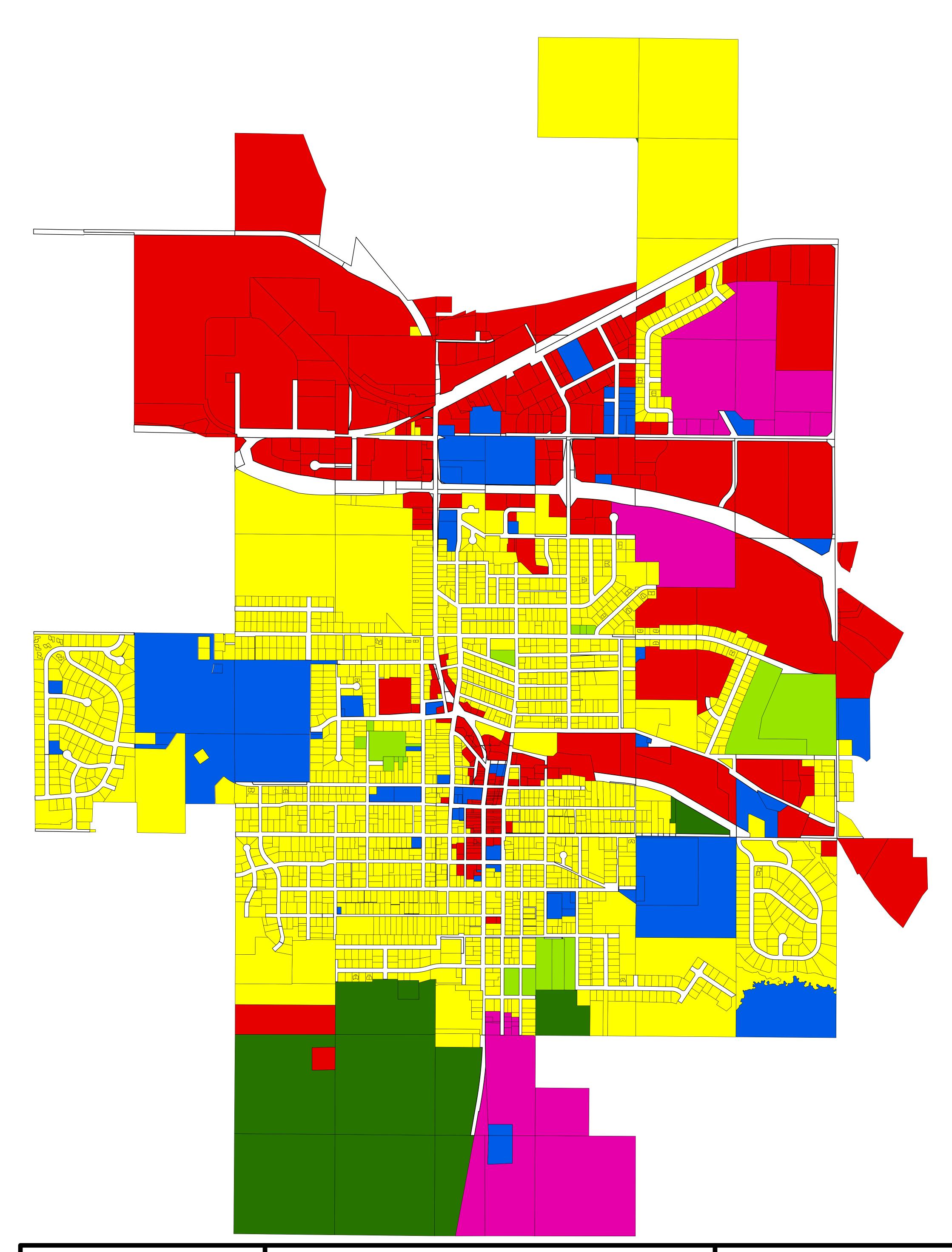
## Section II. Item #4.

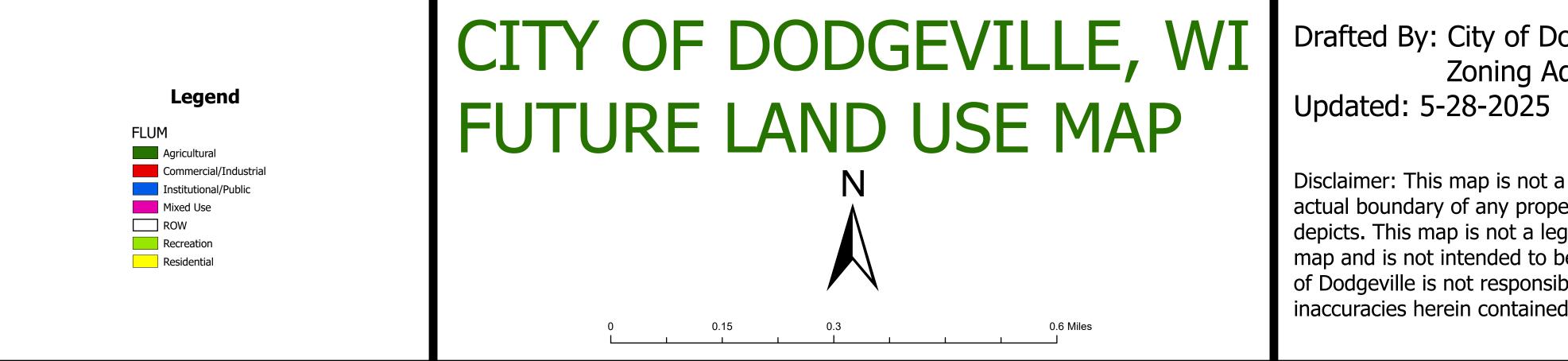
<del>۲ مye. ۱۰</del> Jun 03, 2025 7:44AM

CITY OF DODGEVILLE		Payroll Register - Detail - by Name Check Issue Dates: 05/30/2025 - 05/30/2025				
GL Account	Debit	Credit	GL Account	Debit	Credit	
200-53700-680-100	980.80	.00	200-53700-686-000	665.04	.00	
300-53600-000-831	305.35	.00	300-53600-000-832	1,096.79	.00	
300-53600-000-834	3,075.04	.00	300-53600-000-840	1,889.44	.00	
300-53600-000-850	2,013.26	75.00-	300-53600-000-854	305.35	.00	
999-10001-000-000	.00	86,082.97-				
			Totals:	123,238.78	123,238.78-	

## 05/25/2025 Fund Summary

Fund	Debit	Credit	Fund	Debit	Credit	Fund	Debit	Credit
100	93,608.73	37,005.81-	150	12,065.57	.00	200	8,879.25	75.00-
300	8,685.23	75.00-	999	.00	86,082.97-			
						Totals:	123,238.78	123,238.78-





Drafted By: City of Dodgeville Zoning Administrator

Disclaimer: This map is not a survey of the actual boundary of any property this map depicts. This map is not a legally recorded map and is not intended to be one. The City of Dodgeville is not responsible for any inaccuracies herein contained.

# **AIA** Document B133° – 2019

# Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the Twenty-ninth day of May in the year Two Thousand Twenty-five (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 E. Fountain Street Dodgeville, WI 53533 Telephone Number: 608.930.5228

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

Architectural Design Consultants, Inc. 30 Wisconsin Dells Parkway **PO Box 580** Lake Delton, WI 53940 Telephone Number: 608.254.6181

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

Administration Building Dodgeville, WI ADCI Project No. 24-087 Conversion of an approximately 14,000-SF building into a new city hall. See Exhibit C - approved Schematic Design for reference.

The Construction Manager (if known): (Name, legal status, address, and other information)

Joe Daniels Construction Company, Inc. 919 Applegate Road Madison, WI 53713 Telephone Number: 608.271.4800

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.

This document is intended to be used in conjunction with AIA Documents A201-2017™, General Conditions of the Contract for Construction; A133-2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201<sup>™</sup>-2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init. 1

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#### INITIAL INFORMATION ARTICLE 1

§ 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.)

Conversion of an existing approximately 14,000-square-foot building into a city hall facility with key considerations including functionality, civic identity, budget management, space flexibility, and accommodating future needs. See Exhibit C - approved Schematic Design for reference.

## § 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.)

Project location is an existing parcel and building at 410 E. Leffler Street, Dodgeville, Wisconsin. Environmental reports on existing conditions, surveys, and other information is available from the Owner.

§ 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.)

To be determined.

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1

Design phase milestone dates, if any: .1

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<sup>§ 1.1.4</sup> The Owner's anticipated design and construction milestone dates:

Design completed early April (Phase I and Phase II)

.2 Construction commencement date:

April 2025

.3 Substantial Completion date or dates:

August 2025

Other milestone dates:

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement: (Indicate agreement type.)

- AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager [X] as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.
- [ ] AIA Document A134-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:

(List number and type of bid/procurement packages.)

Phase I - Renovation from Library needs. Phase II - Total Project.

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

Owner wishes to consider options to conserve energy but this is not considered a LEED or Green Certified project.

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E234<sup>TM</sup>-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234-2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E234-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4: (List name, address, and other contact information.)

Barry N. Hottmann, Mayor 100 E. Fountain Street Dodgeville, WI 53533 Telephone Number: 608.930.5228

§ 1.1.9 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.)

Init. 1

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

> .1 Construction Manager:

> > (The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

Joe Daniels Construction Company, Inc. 919 Applegate Road Madison, WI 53713 Telephone Number: 608.271.4800

.2 Land Surveyor:

N/A

.3 Geotechnical Engineer:

N/A

Civil Engineer: .4

N/A

.5 Other consultants and contractors: (List any other consultants and contractors retained by the Owner.)

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4: (List name, address, and other contact information.)

Justin Nagel, Principal in Charge Tim Woolever, Architect of Record 30 Wisconsin Dells Parkway PO Box 580 Lake Delton, WI 53940 Telephone Number: 608.254.6181

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2; (List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

> Harwood Engineering Consultants, Ltd Jose Franco, Jr. 255 N. 21st Street Milwaukee, WI 53233 Telephone Number: 414.475.5554

.2 Mechanical Engineer:

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Section VI. Item #15.

Harwood Engineering Consultants, Ltd Jose Franco, Jr. 255 N. 21st Street Milwaukee, WI 53233 Telephone Number: 414.475.5554

**Electrical Engineer:** 3

> Harwood Engineering Consultants, Ltd. Jose Franco, Jr. 255 N. 21st Street Milwaukee, WI 53233 Telephone Number: 414.475.5554

## § 1.1.12.2 Consultants retained under Supplemental Services:

None.

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

Note project has been approved in a fast-track method. See Exhibit D – approved letter proposal and amendments for reference.

§ 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 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 provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

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

§ 2.5 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.

#### (Paragraph deleted)

§ 2.6 Insurance. The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost as set forth in Section 11.8.3.

§ 2.6.1 Commercial General Liability with policy limits of not less than One Million Dollars and Zero Cents (\$1,000,000.00) for each occurrence and Two Million Dollars and Zero Cents (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned by the Architect and non-owned vehicles used by the Architect with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000,00 ) per claim and in the aggregate for bodily injury and property damage along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections 2.6.1 and 2.6.2.

§ 2.6.4 Workers' Compensation at statutory limits and Employers' Liability with policy limits not less than One Million Dollars and Zero Cents (\$ 1,000,000.00 ) each accident, One Million Dollars and Zero Cents (\$ 1,000,000.00 ) disease each employee, and One Million Dollars and Zero Cents (\$ 1,000,000.00 ) disease policy limit.

§ 2.6.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services. with policy limits of not less than Five Million Dollars and Zero Cents (\$ 5,000,000.00 ) per claim and in the aggregate.

§ 2.6.6 The Owner shall be an additional insured on the Architect's primary policies for Commercial General Liability and Automobile Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations.

#### (Paragraphs deleted)

§ 2.6.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary polices 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.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6. See Exhibit A.

#### 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 structural, mechanical, and electrical 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, the Construction Manager, 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, the Construction Manager, 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 Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the 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 Construction Manager's review, for the performance of the Construction

Manager's Preconstruction Phase services, 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, 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 submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 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.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project, if Architect is providing mechanical or electrical engineering. The Architect shall respond to applicable design requirements imposed by those authorities and applicable entities.

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

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

#### § 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

#### § 3.3 Schematic Design Phase Services - See Exhibit D

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

§ 3.3.2 The Architect shall prepare a preliminary review of the Owner's program, schedule, budget for the Cost of the Work, Project site, 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.

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

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

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§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and 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.

§ 3.3.5.1 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.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager 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.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

#### § 3.4 Design Development Phase Services

§ 3.4.1 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 Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and 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.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

#### § 3.5 Construction Documents Phase Services

§ 3.5.1 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 Construction Manager's review and 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

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Work, the Construction Manager 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.

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

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager, to the extent the Owner requests such assistance, in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

## § 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 Construction Manager as set forth below and in AIA Document A201<sup>TM</sup>\_2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager 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. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager 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 Construction Manager'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 Construction Manager or of any other persons or entities performing portions of the Work.

#### § 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 Construction Manager, 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

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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 Construction Manager, 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 Construction Manager. 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 Construction Manager, 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 Construction Manager 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 Construction Manager as provided in the Contract Documents.

## § 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager 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 Construction Manager'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 Construction Manager 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 Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager 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 Construction Manager'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 The Architect shall review and approve, or take other appropriate action upon, the Construction Manager'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 and only after the Construction Manager has performed its review. 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 Construction Manager'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 require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, 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 Construction

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Manager'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 Construction Manager 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 received from the Construction Manager; 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 (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, 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 Construction Manager: (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 Construction Manager 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

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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	<b>Responsibility</b> (Architect, Owner, or not provided)
§ 4.1.1.1 Assistance with Selection of Construction Manager	(Architect, Owner, or not provided) Not Provided
§ 4.1.1.2 Programming	Owner
§ 4.1.1.3 Multiple Preliminary Designs	Architect
§ 4.1.1.4 Measured drawings (existing plans provided)	Not Provided
§ 4.1.1.5 Existing facilities surveys	Not Required
§ 4.1.1.6 Site evaluation and planning	Not Required
§ 4.1.1.7 Building Information Model management responsibilities	Architect
§ 4.1.1.8 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.9 Civil engineering	Not Required
§ 4.1.1.10 Landscape design	Not Required
§ 4.1.1.11 Architectural interior design	Architect
§ 4.1.1.12 Value analysis	Not Provided
§ 4.1.1.13 Cost estimating	Construction Manager
§ 4.1.1.14 On-site project representation	Construction Manager
§ 4.1.1.15 Conformed documents for construction	Architect
§ 4.1.1.16 As-designed record drawings	Architect
§ 4.1.1.17 As-constructed record drawings	Construction Manager
§ 4.1.1.18 Post-occupancy evaluation	Not Provided
§ 4.1.1.19 Facility support services	Not Provided
§ 4.1.1.20 Tenant-related services	Not Required
§ 4.1.1.21 Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.22 Telecommunications/data design	By Owner's Vendor
§ 4.1.1.23 Security evaluation and planning	By Owner's Vendor
§ 4.1.1.24 Commissioning	Not Provided
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.26 Historic preservation	Not Required
§ 4.1.1.27 Furniture, furnishings, and artwork specification	Architect
§ 4.1.1.28 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.29 Other Supplemental Services	Not Provided

## § 4.1.2 Description of Supplemental Services

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§ 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.)

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4.1.1.3 Multiple preliminary designs – Architect previously furnished multiple building studies and configurations under the Schematic Design agreement.

4.1.1.7 Building Information Model (BIM) management responsibilities - Architect will manage BIM as outlined in attached E203-2013 as a Basic Service.

4.1.1.11 Architectural interior design – Architect will provide Interior Design as a Basic Service.

4.1.1.14 On-site project representation – Architect is responsible for the number of site visits defined in article 4.2.3 and responsibilities as described in Article 3.6. Any additional representation is the responsibility of the Construction Manager.

4.1.1.15 Conformed documents for construction - Architect will furnish conformed construction documents to Owner at Owner's request as a Basic Service.

4.1.1.16 As-designed record drawings - Architect will furnish as-designed record drawings to Owner at Owner's request as a Basic Service.

4.1.1.21 Architect's coordination of the Owner's consultants – Architect will furnish coordination of Owner's consultants, but only to the extent that such services directly affect the Architect and its consultants.

4.1.1.27 Furniture, furnishings, and artwork specifications - Architect will provide FF&A specifications and layout as a Basic Service.

§ 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.)

4.1.1.2 Programming – Owner has already provided a basic description of Program as is described in Section 1.1.1. 4.1.1.13 Cost estimating - Owner will provide budget estimates through the Construction Manager. Architect and Owner shall be entitled to rely upon their work.

§ 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 E234<sup>™</sup>-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

#### § 4.2 Architect's Additional Services

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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:

- Services necessitated by a change in the Initial Information, previous instructions or recommendations .1 given by the Construction Manager or the Owner, 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 bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7). when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or .3 editing previously prepared Instruments of Service;
- .4 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;

- .5 Services necessitated by decisions of the Owner or Construction Manager 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;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- Preparation for, and attendance at, a public presentation, meeting or hearing; .8
- 9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- Assistance to the Initial Decision Maker, if other than the Architect; .11
- .12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .13 Services necessitated by the Owner's delay in engaging the Construction Manager;
- .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate: and
- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall 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:

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- Evaluating an extensive number of Claims as the Initial Decision Maker; or .4
- .5 Evaluating substitutions proposed by the Owner or Construction Manager 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 Construction Manager
- .2 Six (6) visits to the site by the Architect during construction

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- .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 Two (2) inspections for any portion of the Work to determine final completion
- .5 One (1) inspection by the Mechanical and Electrical Engineers for final review of all systems.

§ 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 within twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

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#### 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 retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 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 and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions 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.

§ 5.5 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.

§ 5.6 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.

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

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234<sup>™</sup>–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 5.9 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.

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§ 5.10 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.

§ 5.11 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.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager 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.

§ 5.13 The Owner shall include the Architect in all communications with the Construction Manager 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 Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager 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 Construction Manager, including the General Conditions of the Contract for Construction.

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

§ 5.16 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.

#### **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 the Construction Manager's 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 compensation of the Construction Manager for Preconstruction Phase services; 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 the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 Owner shall include a contingency in the amount of five percent (5%) of the Cost of the Work as a design contingency to be used, as needed, to pay for any increased costs that arise as a result of possible omissions, ambiguities, and/or inconsistencies in the drawings and/or specifications prepared by Architect. The contingency shall not be used for cost increases which result from Owner requests, changes in governmental requirements, unforeseen conditions, or other events for which contractor would be entitled to a change order. Owner agrees to make no claim against Architect for any increased cost within this contingency amount. If costs due to changes resulting from design errors, omissions, inconsistencies, or incompleteness exceed the contingency, then Architect may be responsible for such costs incurred by Owner but only to the extent caused by Architect's negligent performance of the Services. In no event shall Architect be responsible for any increased costs that Owner incurs as part of the construction of the Project unless such costs are due to Architect's errors or omissions.

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§ 6.3.2 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, 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.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

#### 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 Construction Manager, 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 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

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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 Construction Manager, contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 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.

§ 8.1.5 The Owner agrees to make no claim against Architect for any increased cost within design contingency amount stated in Article 6.3.1. If costs due to changes resulting from design errors, omissions, inconsistencies, or incompleteness exceed the contingency, then Architect may be responsible for such costs incurred by the Owner, but only to the extent caused by Architect's negligent performance of the Services. In no event shall Architect be responsible for any increased costs that the Owner incurs as part of the construction of the Project unless such costs are due to Architect's errors or omissions.

#### § 8.2 Mediation

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§ 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,

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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.)

[] Arbitration pursuant to Section 8.3 of this Agreement

- [X] Litigation in a state court in Sauk County, Wisconsin, or Federal court in Dane County, Wisconsin, provided such venues are allowed by the laws of the state where the Project is located
- [] 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 - Intentionally Deleted

#### (Paragraphs deleted)

#### TERMINATION OR SUSPENSION ARTICLE 9

§ 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, 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 seven 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 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.)

Termination Fee: .1

To be determined later by mutual agreement.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

To be determined later by mutual agreement.

§ 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.

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

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the laws of the State of Wisconsin, excluding that jurisdiction's choice of law rules unless such election is prohibited by the laws of the state where the Project is located, in such case that state's laws such govern.

§ 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, except as modified in this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 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 Unless otherwise required in this Agreement, 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.

§ 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

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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)

Three Hundred Twenty-Seven Thousand Dollars and Zero Cents (\$327,000.00)

(Paragraphs deleted)

The above Compensation includes Work completed and billed under the Schematic Design Services Proposal dated December 2, 2024, and amendments to that Proposal dated January 16, 2025, and March 3, 2025. See Exhibit D.

§ 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.)

To be determined later by mutual agreement.

§ 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.)

To be determined later by mutual agreement.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10%), or as follows: (Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

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§ 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:

Total Basic Compensation	one hundred	percent (	100	%)
Construction Phase	Eighteen	percent (	18	%)
Construction Documents Phase	Thirty-Six	percent (	36	%)
Design Development Phase	Thirty	percent (	30	%)
Schematic Design Phase	Sixteen	percent (	16	%)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 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 set forth below. 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.

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Employee or Category

Rate (\$0.00)

#### § 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- Transportation and authorized out-of-town travel and subsistence; .1
- .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;
- Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner; .6
- Renderings, physical models, mock-ups, professional photography, and presentation materials requested .7 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 Ten percent (10%) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.6 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 2.6, 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 Zero Dollars and Zero Cents (\$ 0.00) 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.)

10 % per annum

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation 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.

#### SPECIAL TERMS AND CONDITIONS ARTICLE 12

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

#### SCOPE OF THE AGREEMENT ARTICLE 13

§ 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 B133<sup>TM</sup>–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition
- .2 Building Information Modeling Exhibit, if completed:

AIA Document E202<sup>TM</sup>–2022, BIM Exhibit for Sharing Models with Project Participants E202/E401-2022, Exhibit A, Project Digital Data Acceptable Use Policy

.3 Exhibits:

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

[] AIA Document E234<sup>TM</sup>-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition dated as indicated below. (Insert the date of the E234-2019 incorporated into this agreement.)

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[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 - ADCI Certificate of Insurance Exhibit B - ADCI Standard Fee Schedule Exhibit C – Schematic Design Drawings for project scope reference. Exhibit D - Schematic Design Proposal 12/02/2024, Amendment No. 1 Construction Design Proposal 01/16/2025, Amendment No. 2 - Mechanical/Structural modification 03/03/2025.

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

None

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

**OWNER** (Signature)

Barry N. Hottmann, Mayor (Printed name and title)

Attested by:

**ARCHITECT** (Signature David E. Cameron, Chief Operating Officer (Printed name, title, and license number, if required)

Lauree Aulik Clerk/Treasurer City of Dodgeville

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# ■AIA<sup>®</sup> Document E202<sup>®</sup> – 2022

BIM Exhibit for Sharing Models with Project Participants, where Model Versions may not be enumerated as a Contract Document

This Exhibit dated the Twenty-ninth day of May in the year Two Thousand Twenty-five is incorporated into the agreement (the "Agreement") between the Parties for the following Project:

(Name and location or address of the Project)

Administration Building Dodgeville, WI ADCI Project No. 24-087

TABLE OF ARTICLES

- 1 **GENERAL PROVISIONS**
- MODEL USES, SHARING, AND RELIANCE 2
- 3 **BIM EXECUTION PLAN**
- 4 LEVELS OF DEVELOPMENT
- 5 NON-BIM DIGITAL DATA
- **OWNERSHIP, SHARING, AND SECURITY OF DIGITAL DATA** 6
- 7 **INSURANCE FOR BIM AND DIGITAL DATA RISKS**
- 8 **OTHER TERMS AND CONDITIONS**

#### **GENERAL PROVISIONS** ARTICLE 1

§ 1.1 This Exhibit establishes the terms and protocols governing reliance upon, and the ownership, development, uses, transmission, and sharing of, Building Information Models and other Digital Data for the Project.

#### § 1.2 Definitions

§ 1.2.1 Agreement. Agreement is the agreement into which this Exhibit is incorporated.

§ 1.2.2 BIM Execution Plan. A BIM Execution Plan is a written plan detailing the development and use of, and protocols related to, Project Models and setting forth each of the Project Participants' responsibilities related thereto.

§ 1.2.3 Building Information Model or Model. A Building Information Model (BIM), or Model is a digital representation of the Project or a subset of the Project. A Model is a collection of one or more Model Portions, each of which is an assemblage of Model Elements.

§ 1.2.3.1 Model Portion or Portion. A Model Portion, or Portion, is a subset of a Model as designated in Table 2.4 of this Exhibit. The Parties may designate a Model Portion by discipline, trade, area, location, phase, or other mutually agreeable distinction.

#### 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.

This document is intended to be incorporated into an agreement between the Parties.

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§ 1.2.3.2 Model Author or Author. A Model Author, or Author, is the Project Participant responsible for developing a Model Portion.

§ 1.2.3.3 Model Version or Version. A Model Version, or Version, is a specific edition of a Model or Model Portion that is sufficiently identifiable as unique and unchanged as of the time it is saved by its Author.

§ 1.2.3.4 Model Element. A Model Element is a digital representation of a component, system, object, or assembly within a Model.

§ 1.2.3.5 Modeling. Modeling is the process used to create a Model.

§ 1.2.3.6 Non-Graphic Information. Non-Graphic Information is any information other than the physical geometry associated with, or attached to, a Model Element. Examples of Non-Graphic Information include equipment or product manufacturer, maintenance schedule, cost per square foot, tonnage of HVAC, etc.

§ 1.2.4 Confidential Digital Data. Unless otherwise stated in the Agreement, Confidential Digital Data is Digital Data containing confidential or business proprietary information that the transmitting party designates as "confidential."

§ 1.2.5 Contract Document. The term Contract Document shall have the same meaning as in the agreement between the owner and contractor for the construction of the Project.

§ 1.2.6 Digital Data. Digital Data is information created or stored for the Project in digital form.

§ 1.2.7 Level of Development. The Level of Development (LOD) establishes the minimum dimensional, spatial, quantitative, and qualitative aspects of a Model Element, and the degree to which Project Participants may rely upon the Model Element when developed to that level in the Model. The Levels of Development are described in Article 4.

§ 1.2.8 Party and Parties. Party and Parties are the signing parties to the Agreement.

§ 1.2.9 Project Participant. A Project Participant is the owner of, and any entity or individual providing services or work on, the Project.

§ 1.3 The Parties agree to incorporate this Exhibit, executed as of the day and year first written above, into their agreements with any other Project Participants that may develop or use Digital Data on the Project. A Party may require any Project Participant to confirm that it has incorporated this Exhibit into its agreement for the Project.

§ 1.3.1 The Parties agree that each Project Participant developing or utilizing Digital Data on the Project is an intended third-party beneficiary of the Section 1.3 obligation to incorporate this Exhibit into agreements with other Project Participants and, therefore, is entitled to assert any rights and defenses associated with that obligation. This Exhibit shall not be construed to create a contractual relationship of any kind between Project Participants who are not otherwise in contractual privity, nor does it create any third-party beneficiary rights other than those expressly identified in this Section 1.3.1.

#### ARTICLE 2 MODEL USES, SHARING, AND RELIANCE

§ 2.1 General. Project Participants may share, use, and rely upon a Model or Model Portion only to the extent set forth in Articles 2 and 3.

#### § 2.2 Model Uses

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§ 2.2.1 The Project Participants shall develop Models on the Project for the following uses: (Check all of the boxes for Model Uses that may apply on the Project and describe the selected uses.)

[X] § 2.2.1.1 Planning (Examples include programming, site analysis, energy analysis, scheduling, cost and quantity estimating, and documentation of existing conditions):

Site analysis/layout, programming, design feasibility, visualization, and other design-related tasks.

[X] § 2.2.1.2 Design (Examples include design authoring, design review, 3D coordination, structural

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analysis, lighting analysis, energy analysis, site utilization, and engineering analysis):

Design authoring, design coordination, engineering analysis, visualization, and other design-related tasks.

[X] § 2.2.1.3 Construction Management (Examples include preconstruction activities, scheduling, cost estimating, value engineering, and constructability):

Drawing updates during construction (RFIs, Revisions).

[ ] § 2.2.1.4 Construction (Examples include construction system design, procurement, fabrication, 3D control and planning, and record modeling):

[] § 2.2.1.5 Post Construction (Examples include building system maintenance, building system analysis, asset management, space management and tracking, disaster planning, and record modeling):

§ 2.2.1.6 Other: [ ]

§ 2.2.2 No Model Portion shall be relied upon for a use not listed or described in Section 2.2.1 above.

§ 2.3 Model Sharing. The Parties agree to implement the Sharing Tier ("Tier") designated in Table 2.4 for each Model Portion. The Tiers referenced in Table 2.4 are defined in Sections 2.3.1 through 2.3.2.

§ 2.3.1 Tier One - Limited Authorized Sharing: A Model Portion designated as Tier One may be shared by its Author with other Project Participants. However, unless otherwise authorized in writing by the Model Author, any Project Participant's use of, or reliance upon, a Model Portion designated as Tier One shall be at the Project Participant's sole risk. The Parties agree that no Version of a Model Portion designated as Tier One shall be enumerated as a Contract Document.

§ 2.3.2 Tier Two - Prescriptive Sharing with All Project Participants: Subject to the reliance and authorization provisions of Section 2.5, the Parties agree that a Model Portion designated as Tier Two may be shared among all Project Participants. The Parties agree that no Version of a Model Portion designated as Tier Two shall be enumerated as a Contract Document.

§ 2.4 Sharing Tier Table. The Parties agree to the following Sharing Tiers for the Model Portions designated in the table below.

Model Portion	Model Author	(Designate a single Sharing Lier tor ear			Medal Author Sharing	
Model Foldon	Wodel Author					
(List each Model Portion, designated by discipline, trade, area, location, phase, or other description)	(List the Model Author for each Model Portion)					
Architectural	Architect	Х				
Interior Design	Architect	Х				
Structural	Structural Engineer	Х				
Mechanical	Mechanical Engineer	Х	•			
Electrical	Electrical Engineer	Х				

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#### § 2.4.1 Default Sharing Protocols

§ 2.4.1.1 The Parties agree that any portion of a Model not included in Table 2.4, or any Model Portion that is not designated with a Sharing Tier, shall be Tier One.

§ 2.4.1.2 The Parties agree that there shall be no reliance on a Portion until a Version is issued pursuant to Section 2.5. The Parties further agree that, prior to the development of a BIM Execution Plan, the Sharing Tier for any Model Portion shall be Tier One.

#### § 2.4.2 Changing or Replacing a Model Version

§ 2.4.2.1 Only a single Version of a Model Portion may be authorized for reliance. Model Authors may update their Model Portions by issuing an updated Version pursuant to Section 2.5.

#### § 2.5 Model Reliance

§ 2.5.1 A Project Participant may only rely on Models, Model Portions, and Model Elements as indicated in this Section 2.5. The Parties agree that the extent of their reliance on any Model Version shall be limited to the uses identified in Section 2.2 and in accordance with the BIM Execution Plan, which shall identify authorized reliance on Model Elements. Any reliance on a Model Version not in accordance with this Exhibit and the BIM Execution Plan shall be at the Project Participant's sole risk.

§ 2.5.2 Issuing Model Versions. The Project Participants shall establish in the BIM Execution Plan the form or method that the Author(s) shall use to identify a Version of its Portion at the time of issuance, whether issued at a Designated Delivery Milestone as set forth in Section 2.5.3 or as an Interim Deliverable as set forth in Section 2.5.4.

§ 2.5.3 Reliance on Model Versions at Designated Delivery Milestones. The Project Participants shall set forth Designated Delivery Milestones in the BIM Execution Plan for Model Versions, either through a Model Element Table or another method. For each Designated Delivery Milestone the Project Participants will indicate the authorized reliance for each Model Element at that Designated Delivery Milestone, through the use of LOD designations or some other method. Each Author shall identify the Designated Delivery Milestone for which their Version is being issued. Project Participants shall rely on a Model Version issued at a Designated Delivery Milestone only to the extent of the authorized reliance identified in the BIM Execution Plan for that Designated Delivery Milestone.

§ 2.5.4 Reliance on Model Versions at Interim Deliverables. The Parties may agree in writing to permit Interim Deliverables not identified in the BIM Execution Plan for Model Versions. Each Author shall describe the extent of authorized reliance on its Interim Deliverable. Project Participants shall rely on a Model Version issued as an Interim Deliverable only to the extent authorized by the Model Author.

§ 2.6 Model Coordination. If Project Participants discover or become aware of any discrepancies, inconsistencies, errors, or omissions in any Model Version, they shall promptly report the discrepancy, inconsistency, error, or omission in writing to the Author and the Architect.

#### ARTICLE 3 BIM EXECUTION PLAN

§ 3.1 The Parties agree that a BIM Execution Plan is required for the Project and further agree to adhere to the BIM Execution Plan. Unless otherwise stated below, the Architect shall be responsible for preparing and updating the BIM Execution Plan in collaboration with the other Project Participants:

(Identify the Project Participant who will be responsible for preparing and updating the BIM Execution Plan, if other than the Architect. If different Project Participants will be responsible for updating the BIM Execution Plan at different Project milestones, then so state.)

BIM Execution Plan shall be created and updated by the Architect.

§ 3.2 The following BIM Execution Plan shall be used for the Project: (Select one.)

- [X] AIA Document G203<sup>TM</sup>-2022 BIM Execution Plan, with G204<sup>TM</sup>-2022 Model Element Table
- [] AIA Document G203<sup>TM</sup>-2022 BIM Execution Plan, with a custom model element table

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[ ] Other, in accordance with Section 3.2.1 below:

(Identify and describe the BIM Execution Plan and model element table, if applicable, to be used.)

§ 3.2.1 If the Parties select Other in Section 3.2, then, at a minimum, the BIM Execution Plan shall contain the information set forth in this Section 3.2.1:

- BIM-specific information, including a detailed schedule for Model development, and a list of relevant 1 Project Participants' contact information and discipline;
- .2 Designated Delivery Milestones;
- .3 Software requirements and file exchange protocols, including software version(s) to be used for Modeling, updating policies, if any, tools to be used for collaboration or file sharing, and frequency for file sharing;
- .4 Data storage, backup, and security measures in addition to those set forth in this Exhibit;
- .5 Modeling protocols, including project coordinates, Model data subdivisions, common data fields. phasing, sheets, design options, non-modeled elements, and file naming conventions and standards;
- Model management protocols including (1) defining roles, responsibilities, and collaboration and .6 execution processes, (2) identifying meeting types and frequency, and (3) indicating quality control measures, including checks for interference, standards, and Model integrity;
- .7 Designation of the LOD of Model Elements, which can be accomplished by using a completed Model Element table:
- .8 Authorization forms for Model reliance;
- .9 Identification of Models; and
- .10 Other:

(Include other mandatory items to be included in the BIM Execution Plan.)

§ 3.3 The Project Participant identified in Section 3.1 as responsible for preparing the BIM Execution Plan shall prepare and submit the BIM Execution Plan to the other Project Participants as soon as practicable after the date of this Exhibit and when new Project Participants are added to the Project.

§ 3.4 Upon receipt of the BIM Execution Plan, all Project Participants shall promptly review the BIM Execution Plan for the purpose of (1) providing notice of any objections thereto to the Project Participant responsible for preparing the BIM Execution Plan and (2) providing notice as set forth in Section 3.6.

§ 3.5 If a Party believes that protocols established in the BIM Execution Plan will result in a change in the Party's scope of work or services warranting an adjustment in compensation, contract sum, schedule, or contract time, the Party shall notify the other Party. Failure to provide notice as required in Section 3.6 shall result in a Party's waiver of any claims for adjustments in compensation, contract sum, schedule, or contract time as a result of the established protocols.

§ 3.5.1 Upon such notice, the Parties shall discuss and negotiate revisions to the protocols or discuss and negotiate any adjustment in compensation, contract sum, schedule, or contract time in accordance with the terms of the Agreement.

§ 3.6 Notice required under Sections 3.4 and 3.5 shall be provided within thirty days of receipt of the BIM Execution Plan, unless otherwise indicated below:

(If the Parties require a notice period other than thirty days from receipt of the BIM Execution Plan, indicate the notice period below.)

Notice shall be provided within thirty (30) days from receipt of BIM Execution Plan.

§ 3.7 The Project Participants may agree to update the BIM Execution Plan as appropriate, including when new Project Participants are added to the Project. Updates shall be prepared in accordance with the process outlined in this Article 3.

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§ 3.8 The Parties agree that Model Element Levels of Development set forth in the BIM Execution Plan for Project Milestone Deliverables shall be consistent with the Model Uses identified in Section 2.2.

#### ARTICLE 4 LEVELS OF DEVELOPMENT

§ 4.1 Level of Development Descriptions. The LOD descriptions included in Section 4.2 through Section 4.6 below shall be used in the BIM Execution Plan to identify the minimum required characteristics for each Model Element at progressively developed levels. Other Project Participants may only rely on a Model Element consistent with the minimum required characteristics for the designated LOD.

§ 4.1.1 Non-Graphic Information. Non-Graphic Information may be attached to a Model Element. If Non-Graphic Information has a different degree of reliance than the Model Element to which it is attached, then the Model Author shall indicate the difference in the Model Element Table or elsewhere in the BIM Execution Plan.

§ 4.2 LOD 100. The Model Element may be graphically represented in the Model with a symbol or other generic representation, but does not satisfy the requirements for LOD 200. Information related to the Model Element (e.g., cost per square foot, tonnage of HVAC, etc.) can be derived from other Model Elements.

§ 4.3 LOD 200. The Model Element is generically and graphically represented within the Model with approximate quantity, size, shape, location, and orientation.

§ 4.4 LOD 300. The Model Element, as designed, is graphically represented within the Model such that its quantity, size, shape, location, and orientation can be measured.

§ 4.4.1 LOD 350. The Model Element, as designed, is graphically represented within the Model such that its quantity, size, shape, location, orientation, and interfaces with adjacent or dependent Model Elements can be measured.

§ 4.5 LOD 400. The Model Element is graphically represented within the Model with detail sufficient for fabrication, assembly, and installation.

§ 4.6 LOD 500. The Model Element is a graphic representation of an existing or as-constructed condition developed through a combination of observation, field verification, or interpolation. The level of accuracy shall be noted or attached to the Model Element.

#### ARTICLE 5 NON-BIM DIGITAL DATA

§ 5.1 For the creation, storage, management, archiving, and sharing of Digital Data other than Models, the Project Participants will each use their own protocols, except as noted below or as set forth in Article 6: (If the Parties intend to follow joint protocols for the creation, storage, management, archiving, and sharing of Digital Data other than Models, then describe those joint protocols below.)

Project Participants shall utilize Architect's Newforma Information Exchange platform for handling, processing, and distributing Non-BIM Digital Data. Each Project Participant is responsible for archiving any Digital Data per its own policies and procedures as long as their policies and procedures do not conflict with the terms of this Exhibit or the Agreement in general.

§ 5.1.1 Project Participants shall adhere to the policy set forth in the attached Exhibit A Project Digital Data Acceptable Use Policy.

#### **ARTICLE 6** OWNERSHIP, SHARING, AND SECURITY OF DIGITAL DATA

§ 6.1 Where a provision in this Article 6 conflicts with a provision in the Agreement into which this Exhibit is incorporated, the provision in the Agreement shall prevail.

§ 6.2 The transmission of Digital Data constitutes a warranty by the Party transmitting Digital Data to the Party receiving Digital Data that the transmitting Party is the copyright owner of the Digital Data, or otherwise has permission to transmit the Digital Data for its use on the Project.

§ 6.3 If a Party transmits Confidential Digital Data, the transmission of such Confidential Digital Data constitutes a warranty to the Party receiving such Confidential Digital Data that the transmitting Party is authorized to transmit the

Init. 1

Confidential Digital Data. If a Party receives Confidential Digital Data, the receiving Party shall keep the Confidential Digital Data strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 6.3.1.

§ 6.3.1 The receiving Party may disclose Confidential Digital Data after seven (7) days' notice to the transmitting Party, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The receiving Party may also disclose Confidential Digital Data to its employees, consultants, sureties, subcontractors, and their employees, sub-subcontractors and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 6.4 By transmitting Digital Data, the transmitting Party does not convey any ownership right in the Digital Data or in the software used to generate the Digital Data. Unless otherwise granted in a separate license, the receiving Party's right to use, modify, or further transmit Digital Data is specifically limited to designing, constructing, using, maintaining, altering, and adding to the Project consistent with the terms of this Exhibit, and nothing contained in this Exhibit conveys any other right to use the Digital Data.

§ 6.5 The Project Participant responsible for Model management shall compile an archive of all Models at the end of each Designated Delivery Milestone and shall preserve them without alteration. Each Project Participant shall be provided with an archive of all common BIM Project data to which they had access during the Project at the conclusion of the Project or when they are no longer performing work or services related to the Project, whichever is earlier.

§ 6.6 Data Security. The Parties agree to the following data security measures: (Identify data security measures appropriate for the Project.)

#### See Project Digital Data Acceptable Use Policy attached as Exhibit A.

§ 6.7 Except as otherwise stated in this Exhibit, the provisions of this Article 6 shall survive the termination of the Agreement.

#### **ARTICLE 7** INSURANCE FOR BIM AND DIGITAL DATA RISKS

§ 7.1 In addition to those insurance requirements set forth in the Agreement, all Project Participants developing or using Models or Digital Data shall purchase and maintain the following insurance coverages: (List below any insurance coverage to be provided by all, or certain, Project Participants developing or using Models or Digital Data.)

#### Coverage

Limits

None noted

#### ARTICLE 8 OTHER TERMS AND CONDITIONS

§ 8.1 Other terms and conditions that modify this Exhibit, if any, are as follows:

None noted.

§ 8.2 This Exhibit is comprised of the following documents:

- AIA Document E202<sup>™</sup>-2022 BIM Exhibit for Sharing Models with Project Participants, Where Model .1 Versions May Not be Enumerated as a Contract Document;
- .2 Other documents, if any, listed below:

Exhibit A Project Digital Data Acceptable Use Policy

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# E202 / E401-2022 Exhibit A Project Digital Data Acceptable Use Policy

#### Overview

Project Participants bear responsibility to protect the security, confidentiality, and integrity of the Project Digital Data and the systems on which it is stored.

Internet/Intranet/Extranet-related systems, including but not limited to computer, phone, cellular equipment, software, operating systems, storage media, Cloud storage, network accounts providing electronic mail, and WWW browsing are anticipated uses in conjunction with the Project. Security responsibility of all Project Participants shall comply with the following:

#### **Policy General Use**

- 1. All Project Digital Data shall be treated as confidential and shall not be shared outside of the Project team or for purposes other than the design and construction of the Project.
- 2. Architect reserves the right to actively monitor and log its equipment, systems, and network traffic to enforce compliance with this policy.

#### Security and Proprietary Information

- Confidentiality and Non-Disclosure: Project Participants with access to confidential information should take all necessary steps to prevent unauthorized access to this information. All client information or any other information considered confidential should be held in strict confidence. Such information shall not be disclosed to any outside person or agency without the appropriate authority to do so or in contradiction to any executed agreements in place between the parties.
- 2. Project Participants shall keep passwords secure and not share credentials. All Project Participants are responsible for the security of their passwords and accounts.
- Because Project Digital Data contained on portable devices is especially vulnerable, special care should be exercised to physically secure these systems when traveling. The loss or theft of any device containing Project Digital Data (including cell phones) shall be immediately reported to the Architect.
- 4. All computer or other devices used by the Project Participant that are involved in the distribution of Project Digital Data, whether owned by the Project Participant or the Architect, shall be continually executing virus-scanning software with current virus signatures.
- 5. Project Participants shall exercise extreme caution when opening email attachments received from unknown senders as they may contain viruses, worms, or other dangerous security threats.

#### Unacceptable Use

#### System and Network Activities

The following activities are strictly prohibited:

- 1. Violations of the rights of any copyright, trade secret, patent, or other intellectual property or similar laws or regulations, including, but not limited to, the installation or distribution of "pirated" or other software products that are not licensed for use by the Project Participant.
- 2. Exporting software, technical information, encryption software, or technology in violation of international or regional export control laws.
- 3. Introduction of malicious programs into the project files or repositories.
- Revealing account passwords to unauthorized persons or allowing use of your account by unauthorized persons.
- 5. Accessing data of which the Project Participant is not an intended recipient or logging into a server or account that the Project Participant is not expressly authorized to access.
- 6. Effecting security breaches or disruptions of network communication.
- 7. Circumventing user authentication or security of any host, network, or account.
- 8. Use of non-secure, unauthorized file sharing services.

#### **Email and Communications Activities**

1. Sending unsolicited email messages, texts, or chats, including the sending of "junk mail" or other advertising material to Project Participants who did not specifically request such material (email spam).

### E202 / E401-2022 Exhibit A Project Digital Data Acceptable Use Policy

- 2. Creating and distributing disruptive or offensive messages, including, but not limited to, offensive comments about race, gender, disabilities, age, sexual orientation, sex, religious beliefs and practice, national origin, or other protected characteristic.
- 3. Any form of harassment via email, telephone, text messaging, or social media, whether through language, frequency, or size of messages.
- 4. Unauthorized use or forging of email header information.
- 5. Creating or forwarding "chain letters," "Ponzi," or other "pyramid" schemes of any type.
- 6. Posting Project information to any social media platform.

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### Exhibit A **CERTIFICATE OF LIABILITY INSURANCE**

ARCHDES-01

Section VI. Item #15.

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THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.										
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	smann Group, Inc.				PHONE (A/C, No, Ext): (608) 257-3795 FAX (A/C, No):(608) 257-4				257-4324	
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	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ \$	1,000,000
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#### ARCHITECTURAL DESIGN CONSULTANTS, INC. 2025 STANDARD FEE SCHEDULE

#### **Professional and Technical Staff**

Principal	\$250   hour
Senior Project Manager	\$190   hour
Senior Architect	\$180   hour
Architect   Engineer	\$150   hour
Job Captain	\$145   hour
Specifications Writer	\$155   hour
Senior Interior Designer	\$145   hour
Interior Designer	\$95   hour
Senior Construction Administrator	\$170   hour
Construction Administrator	\$110   hour
Senior Designer	\$130   hour
Designer	\$100   hour
Project Coordinator	\$105   hour
Administrative	\$75   hour

#### **Reimbursable Expenses**

Reproduction and Printing	Cost + 10%
Subcontracted Services	Cost + 10%
Shipping and Postage	Cost + 10%
Mileage for authorized out of town travel	\$0.70 per mile
Travel and Subsistence	Cost + 10%

#### **Other Terms and Conditions**

Standard Fee Schedule is subject to change at the beginning of each new calendar year.

Non-exempt employee overtime will be invoiced at one and one-half (1½) times the standard hourly rates noted above when such overtime is authorized by the client.

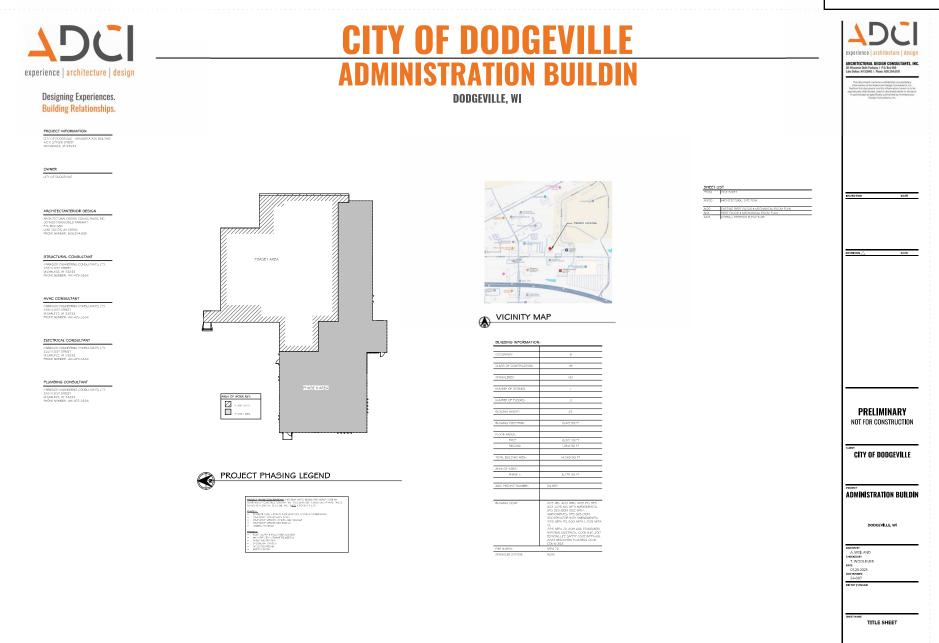
Holidays will be observed in accordance with Architectural Design Consultants, Inc. policy and include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day.

A surcharge of fifty percent (50%) will be added for expert witness testimony and/or participation at hearings, depositions, etc.

Progress invoices will be issued at least monthly and shall be due and payable upon receipt unless otherwise stipulated in a design agreement. Balances due more than (30) days shall be subject to a monthly finance charge until paid in full. In addition, ADCI shall be entitled to recover all costs of collection, including attorney's fees, incurred as a result of non-payment or to enforce its rights under this Agreement.

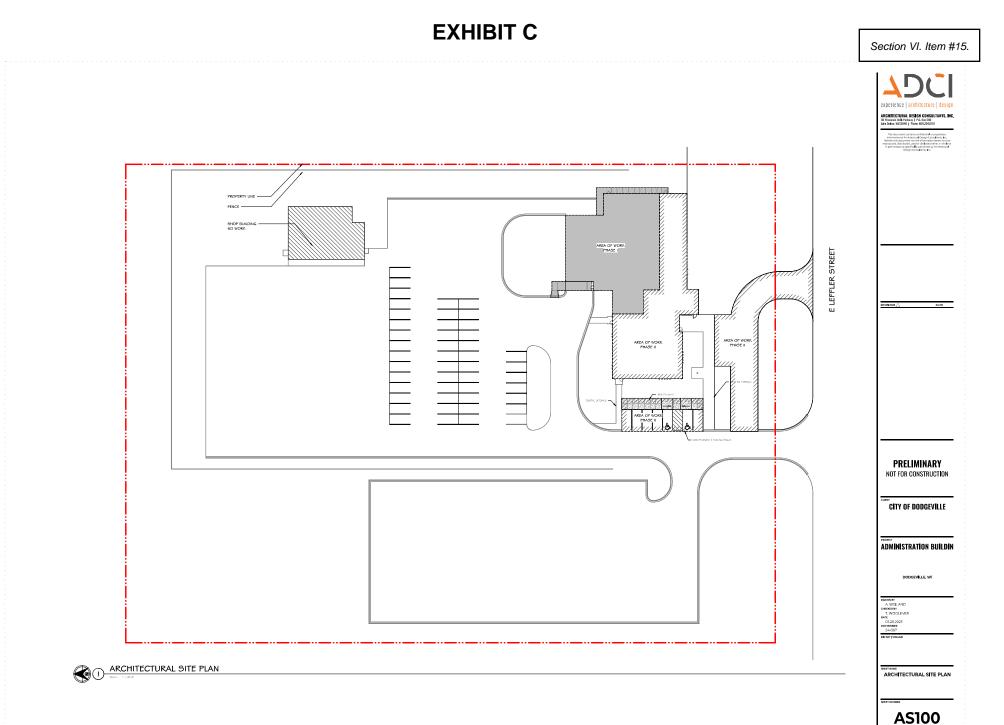
Note: Payments made via Venmo are subject to a 2% surcharge and payments via PayPal are subject to a 3.5% surcharge.

Section VI. Item #15.



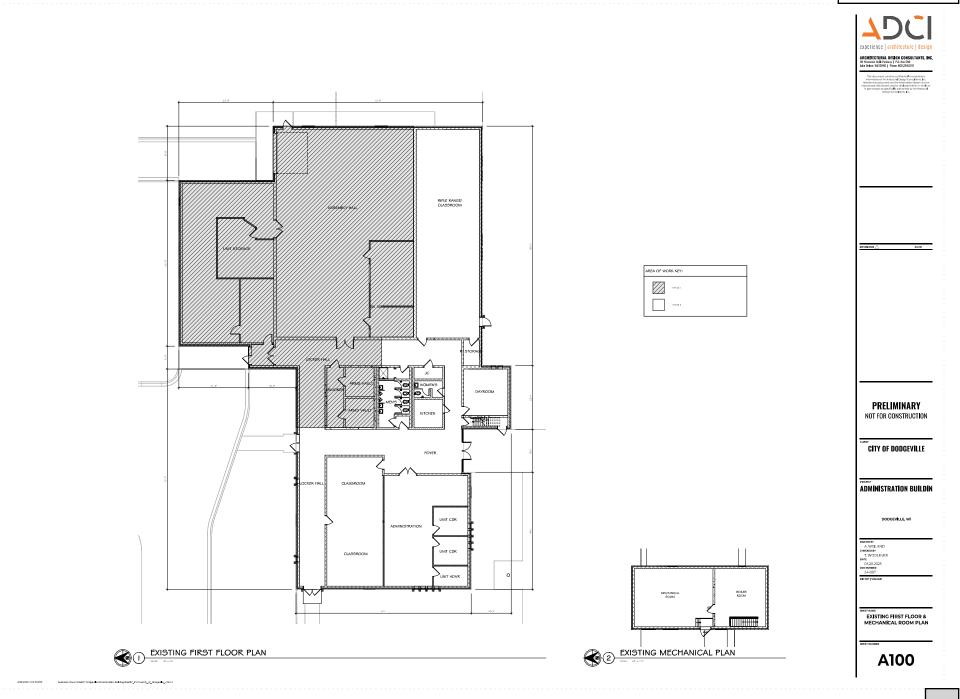
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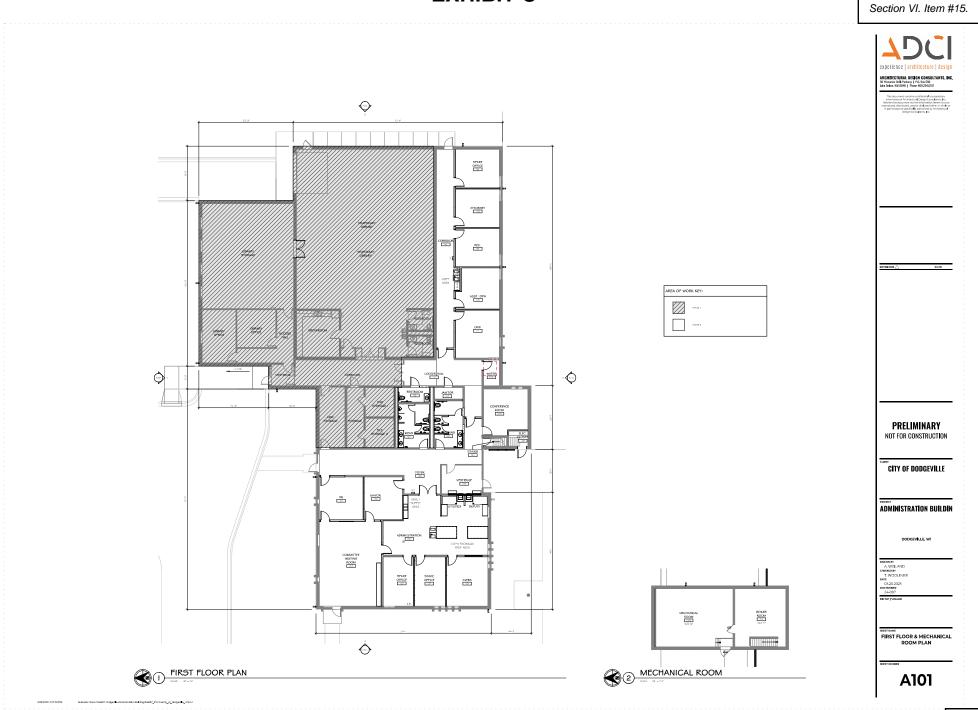
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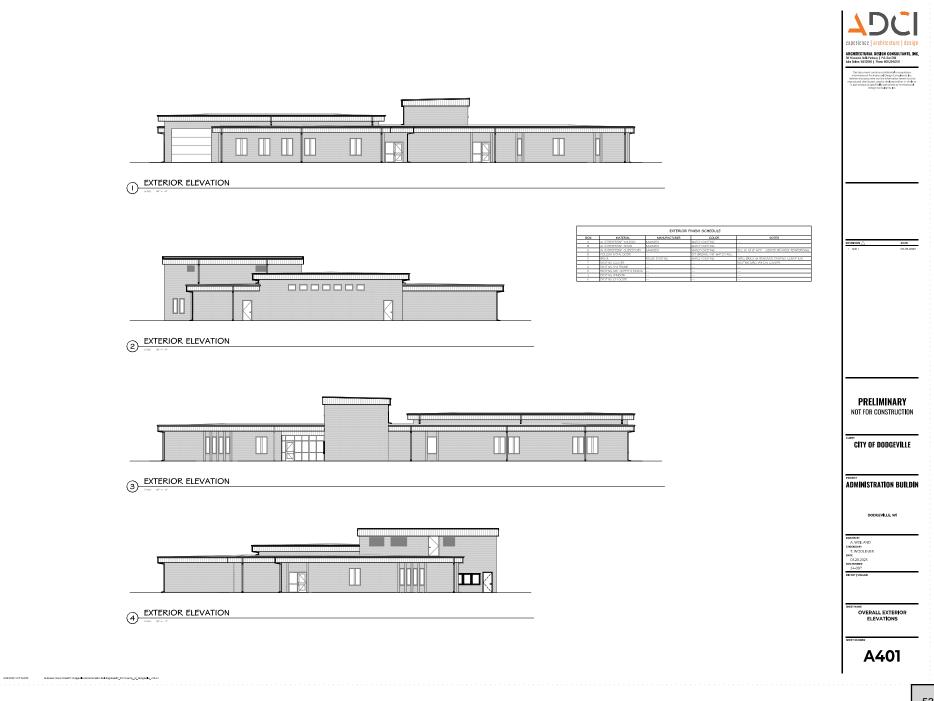
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Section VI. Item #15.





Section VI. Item #15.





December 2, 2024

### Architectural Schematic Design Services Proposal

- From: Architectural Design Consultants, Inc. (ADCI)
- To: City of Dodgeville 100 E. Fountain St. Dodgeville, WI 53533 Attn: Gregory Lee, Director of Public Works
- Project: Dodgeville Administrative Building Dodgeville, WI ADCI Project: 24-087

### **Project Understanding**

ADCI is excited to serve as your architectural partner for your upcoming city hall conversion project. We feel like this project is a great adaptive reuse opportunity that highlights the City's commitment to being stewards of taxpayer funds and provides an amenity that the community will enjoy for decades. We're approaching this project in two additional phases after building upon the condition report findings from 2023. This first phase of project is Schematic Design, This phase will set the program for development and will provide you with enough plan detail to assemble a Rough Order of Magnitude (ROM) budget before advancing into final Design. ADCI understands the project would like to be bid out as early as possible in 2025 and will work with your team to prepare a milestone schedule that achieves your goals.

#### **Key Considerations**

Functionality: ADCI will ensure the design supports efficient city operations and public engagement. Civic Identity: Reflect the values and identity of the community in the design.

Budget Management: Provide cost estimates and value-engineering options to keep the project within budget.

Flexibility: Create spaces with dual functions to get the community the very most from their investment.

Future: Design spaces that can adapt to future needs.

### **Scope of Project**

The new City Hall will consist of approximately 14,000 square feet and will use the previously completed concept design layout provided by ADCI as a basis of design. ADCI will build upon that layout utilizing stakeholder input, and the programming space allocations that were provided by the City of Dodgeville. This will allow us to collectively program and layout the project appropriately.

Dodgeville Admin Building | Dodgeville, WI December 2, 2024 Page 2

### **Scope of Services**

#### **Schematic Design Phase:**

- Site visits to review the existing facilities, consider all aspects of the building so as not to miss important items needed in the project program.
- Meeting #1 Kickoff meeting to discuss the project, review the program, discuss project goals, and schedule.
- Perform a building code/zoning study.
- Review existing exterior and interior building conditions.
- Meeting on site with structural and MEP teams to review building status and condition.
- Refine preliminary program to define space reutilization.
- Prepare a Milestone Schedule for the complete design process and coordinate it with the team.
- Develop preliminary building floor plans and concept elevations into an active 3D CAD file for use in design.
- Meeting #2 Refine program, review floor plans, approve general layout options.
- Make refinements to the design documents discussed in the previous meeting.
- Develop a set of documents for the Client to review.
  - Architectural site plan
  - Building floor plans
  - Exterior elevations with material annotations
  - Basic building sections.
  - o Interior elevations of feature areas.
  - Structural scope narrative.
  - Mechanical, Electrical and Plumbing narrative.
  - Exterior building rendering.
- One (1) set of revisions (REVISION 1) that are based on Client comments shall be incorporated. Comments that require significant changes to the drawings, and that are not consistent with previously received comments, shall be an additional service.
- Prepare a R.O.M. budget based on the program and design of the project.
- Assist client in decision making for selection of a construction partner for the project.
- Attend a meeting with the city to discuss the project scope, design and budget.

#### **Services Not Provided:**

If Client desires these services, Architect will provide an additional service request to add them at the appropriate time:

- Detailed Mechanical, Electrical, Fire Protection, and Plumbing Design (forthcoming in future phase)
- Architectural or Engineering design services beyond the above-mentioned Scope and Deliverables.
- Civil engineering and landscape design services. (future phase if required)
- Project renderings for marketing or Client approvals, beyond that noted above.
- Travel expenses or plan and specification printing and/or shipping; see attached Fee Schedule for reimbursable expenses.
- Permit fees of any type.
- Future design phases are not a part of Schematic Design and will be covered in future proposal/contract at the appropriate time:
  - o Design Development & Value Engineering DD

Dodgeville Admin Building | Dodgeville, WI December 2, 2024 Page 3

- Final Design & Construction Documents CD
- o Construction Administration CA

#### **Compensation Amount**

Architectural Design Services	\$39,900
Structural Engineering	\$5,000
Mechanical, Electrical, and Plumbing Engineering Allowance	\$7,500
Schematic Design Fee	\$52,400

**Note:** ADCI requires a retainer of \$7,500 to start work and offset initial expenses incurred on the project.

#### **Standard Contract Provisions**

- Client shall be invoiced monthly as the above noted work progresses.
- Additional compensation shall be paid to ADCI by Client per the attached 2024 Standard Fee Schedule for all Client authorized plan revisions after drawings are completed or for drawings/work beyond scope of this proposal.
- Client may terminate this contract for any cause; in which event, compensation shall be made to ADCI based on the fee schedule presented within this proposal.
- Client shall assist ADCI by providing ADCI with all information pertinent to the project, including previous reports, plans and other data relative to the project.
- This agreement shall be binding upon all successors and assignees of either party.
- This proposal may be withdrawn if not accepted within 30 days of the date of an ADCI authorized signature.
- Unpaid balances past due more than thirty (30) days shall be subject to a monthly finance charge of 1% or 12% per annum, until paid in full. In addition, ADCI shall be entitled to recover all costs of collection, including attorney's fees, incurred as a result of non-payment or to enforce its rights under this Agreement.
- Quoted fees do not include Professional Sales Tax.
- The Architect, and its consultants, partners, agents and employees, shall not be liable to the Owner, whether jointly, severally or individually, in excess of the compensation paid to the Architect under this Agreement, or in excess of the sum of \$25,000.00, whichever is greater, as a result of any act or omission not amounting to a willful or intentional wrong. Nothing contained within this paragraph or Agreement is intended to be a waiver or estoppel of the Client or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including but not limited to, those contained within Wisconsin Statutes 893.80, 895.52, and 345.05; to the extent indemnification is available and enforceable, the Client or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.
- 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. As required by the Wisconsin Construction Lien Law, you are hereby notified that persons or companies performing, furnishing or procuring labor, services, materials, plans or specifications for the construction on Owner's land may have lien rights on Owner's land and buildings if not paid. Those entitled to lien rights, in addition to ADCI, are those who contract directly with you or those who give you identification notice within 60 days after they first perform, furnish, or procure labor, services, materials, plans or specifications for the

Dodgeville Admin Building | Dodgeville, WI December 2, 2024 Page 4

construction. Accordingly, you probably will receive notices from those who perform, furnish, or procure labor, services, materials, plans or specifications for the construction. You should give a copy of each notice you receive to your mortgage lender, if any. ADCI agrees to cooperate with you and your lender, if any, to see that all potential claimants, directly subcontracted by ADCI, are duly paid.

#### **Consultant Agreement Acceptance**

I accept the terms and conditions of this proposal and authorize ADCI to proceed. I recognize this proposal to be in simple outline form only and will act as an interim agreement. It will be replaced by the final contract which will be forthcoming and shall be the "Owner / Architect Agreement," AIA Document B101.

December 2, 2024 Date

William J. Ryan chief executive officer Architectural Design Consultants, Inc.

mann Date ttmann Mayor

City of Dodgeville

Attested by:

uree Aulik

Clerk/Treasurer City of Dodgeville

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Dodgeville Admin Building | Dodgeville, WI December 2, 2024 Page 5

#### ARCHITECTURAL DESIGN CONSULTANTS, INC. 2024 STANDARD FEE SCHEDULE

### **Professional and Technical Staff**

Principal	\$240   hour
Senior Project Manager	\$185   hour
Senior Architect	\$170   hour
Architect   Engineer	\$150   hour
Job Captain	\$135   hour
Specifications Writer	\$150   hour
Senior Interior Designer	\$145   hour
Interior Designer	\$95   hour
Senior Construction Administrator	\$160   hour
Construction Administrator	\$110   hour
Senior Designer	\$125   hour
Designer	\$95   hour
Project Coordinator	\$95   hour
Administrative	\$70   hour

#### **Reimbursable Expenses**

Reproduction and Printing	Cost + 10%
Subcontracted Services	Cost + 10%
Shipping and Postage	Cost + 10%
Mileage for authorized out of town travel	\$0.67 per mile
Travel and Subsistence	Cost + 10%

#### **Other Terms and Conditions**

Standard Fee Schedule is subject to change at the beginning of each new calendar year.

Non-exempt employee overtime will be invoiced at one and one-half (1½) times the standard hourly rates noted above when such overtime is authorized by the client.

Holidays will be observed in accordance with Architectural Design Consultants, Inc. policy and include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day.

A surcharge of fifty percent (50%) will be added for expert witness testimony and/or participation at hearings, depositions, etc.

Progress invoices will be issued at least monthly and shall be due and payable upon receipt unless otherwise stipulated in a design agreement. Balances due more than (30) days shall be subject to a monthly finance charge until paid in full. In addition, ADCI shall be entitled to recover all costs of collection, including attorney's fees, incurred as a result of non-payment or to enforce its rights under this Agreement.

Note: Payments made via Venmo are subject to a 2% surcharge and payments via PayPal are subject to a 3.5% surcharge.



December 2, 2024 Amended January 16, 2025

### **Architectural Design Services Amendment No. 1**

From: Architectural Design Consultants, Inc. (ADCI)

- To: City of Dodgeville 100 E. Fountain St. Dodgeville, WI 53533 Attn: Gregory Lee, Director of Public Works
- **Project:** Dodgeville Administrative Building Dodgeville, WI ADCI Project: 24-087

### **Project Understanding**

ADCI is excited to serve as your architectural partner for your upcoming city hall conversion project. We feel like this project is a great adaptive reuse opportunity that highlights the City's commitment to being stewards of taxpayer funds and provides an amenity that the community will enjoy for decades. We're approaching this project in two additional phases after building upon the condition Schematic Design that was approved on 1/15/25 and is attached as Exhibit A. This first phase of project is a separate bid package to accommodate the temporary home of the Dodgeville Library. This project will include new restrooms, fixtures, and breakroom area to satisfy the anticipated occupancy load. The second phase will run congruently to advance the full renovation project into design development and construction documents. ADCI understands the project would like to be bid out as early as possible in 2025 and will align our deliverables with the recent milestone schedule that is attached as Exhibit B. Our construction administration team is prepared to handle two separate public bid processes to accomplish both projects.

### **Key Considerations**

Functionality: ADCI will ensure the design supports efficient city operations and public engagement. Civic Identity: Reflect the values and identity of the community in the design.

Exterior Enhancement: ADCI will work with you to select materials and finishes that are both durable and aesthetically pleasing to compliment the new City Hall.

Budget Management: Provide cost estimates and value-engineering options to keep the project within budget.

Flexibility: Create spaces with dual functions to get the community the very most from their investment.

Future: Design spaces that can adapt to future needs.

### **Scope of Project**

The new City Hall will consist of approximately 14,000 square feet and will use the previously completed concept design layout provided by ADCI as a basis of design. ADCI will build upon that

Dodgeville Admin Building | Dodgeville, WI January 16, 2025 Page 2

layout utilizing stakeholder input, and the programming space allocations that were provided by the City of Dodgeville. This will allow us to collectively program and layout the project appropriately.

# Building upon the Schematic Design, the project will advance to the following phases and level of contract:

- o Design Development & Value Engineering DD
- o Final Design & Construction Documents CD
- o Bidding
- Construction Administration CA

#### **Design Development Phase:**

- Attend design review | progress meetings approximately every three weeks with the project team in ADCI's office and | or virtually.
- Coordinate design as required with consultants.
- Provide a Design Development package to be used by Client to validate any changes to the existing construction budget. Work listed below will be complete to approximately 50%.
  - o Architectural Site Plan
  - o Floor Plans
  - o Exterior Elevations
  - o Interior Elevations
  - Typical Building Sections
  - Reflected Ceiling Plan
  - Foundation Plans
  - Floor and Roof Framing Plans
  - MEP Plans and Key Details
- Submit Design Development documents to the Client for review.
- One (1) set of revisions (REVISION 2) that are based on Client comments, but consistent with the previously approved review comments, shall be incorporated.

#### **Construction Document Phase:**

- Based on the approved Design Development documents, prepare, for approval by the Client, construction documents consisting of drawings and specifications setting forth in detail the requirements for the construction of the Project. The drawings shall be as needed to convey the proposed construction, but no less than the following:
  - o Title sheet
  - o Architectural site plan
  - Life safety plans
  - o Floor plans
  - o Window, wall, door, and assembly schedules
  - o Building exterior elevations
  - o Interior Elevations
  - o Casework Details
  - o Building cross sections and details
  - Reflected ceiling plan
  - o Foundation plans and details
  - o Floor and roof framing plans and details
  - o MEP plans and details

Dodgeville Admin Building | Dodgeville, WI January 16, 2025 Page 3

- Scope fire protection specification
- Project Specifications manual including front end administrative requirements
- Attend design review | progress meetings approximately every two weeks with the project team in ADCI's office and | or virtually.
- Submit Construction Document documents to the Client for review.
- If needed, one (1) set of revisions (REVISION 3) shall be incorporated based on the Client's review comments. With the Client's comments incorporated, the 90% drawing package will be distributed to the team for a final page turn. Comments that require significant changes to the drawings, and that are not consistent with previously received comments, shall be an additional service.
- Prepare and submit the required forms, calculations, plans and specifications for the building to the AHJ.

#### **Bidding Phase:**

- Deliver electronic PDF drawings to the Client & General Contractor.
- Provide interpretation and clarification of construction documents. Prepare and distribute addenda.
- Answer bidding questions.
- Review and respond to building department and jurisdictional agencies resulting from permit review and applications.

#### **Construction Administration Phase:**

- Respond to RFIs and prepare clarifications as required.
- Interpret and clarify Construction Documents for execution and progress of the work.
- Review of contractor payment applications.
- Review Architectural Structural, HVAC, Plumbing and Electrical, and Low Voltage shop drawings and submittals as required.
  - Shop drawings will not be reviewed until stamped and reviewed by general contractor.
- Visit the site to become generally familiar with the progress and quality of the work completed and to determine in general if the work is being performed in a manner indicating that the work, when complete, will be in accordance with the Contract Documents. Site visits to be as follows:
  - Twelve (12) visits to the site by a representative of the Architect to observe construction progress, participate in on-site progress meetings and pay application review. Architect will provide a field report including photographs documenting each visit.
  - One (1) visit by representative of Structural Engineer to review framing. The visits will be documented in a field report.
  - Three (3) visits by MEP Engineer to review construction progress. Visits will be documented in a field report.
  - Provide one (1) site visit for both punch list preparation and to conduct a final observation to address life safety concerns.
- Compliance Statement.

### Services Not Provided:

If Client desires these services, Architect will provide an additional service request to add them at the appropriate time:

- Architectural or Engineering design services beyond the above-mentioned Scope and Deliverables.
- Civil engineering and landscape design services. (assumes none required)
- Multiple bid packages in addition to what's noted above.

Dodgeville Admin Building | Dodgeville, WI January 16, 2025 Page 4

- Preparation of budget for proposed construction.
- Design revisions after Client review and approval.
- FF&A selection & specification (see option)
- Attendance at local municipal meetings.
- LEED or similar types of sustainable certification analysis, design and/or documentation.
- Monument building sign and sign foundation.
- Commissioning.
- Assistance in applications for utility rebates.
- Project renderings for marketing or Client approvals, beyond that noted above.
- Travel expenses or plan and specification printing and/or shipping; see attached Fee Schedule for reimbursable expenses.
- Permit fees of any type.

#### **Compensation Amount**

Bid Package #1 – Library Restrooms & Breakroom Architectural & Interior Design Services <u>Mechanical, Electrical, and Plumbing Engineering</u> Total	\$15,200 <u>\$3,600</u> \$18,800
Bid Package #2 – City Administration Building Renovation Architectural & Interior Design Services Structural Engineering Mechanical, Electrical, and Plumbing Engineering <u>Construction Administration Services</u> Total	\$117,000 \$2,500 \$61,500 <u>\$38,800</u> \$219,800
Bid Package #2 Alternate: Furniture, Fixture, and Art Specification	\$27,400

#### **Estimated Fee Breakdown by Phase**

Design Development	30%
Construction Documents	35%
Bidding	10%
Construction Administration	25%

#### **Standard Contract Provisions**

- Client shall be invoiced monthly as the above noted work progresses.
- Additional compensation shall be paid to ADCI by Client per the attached 2025 Standard Fee Schedule for all Client authorized plan revisions after drawings are completed or for drawings/work beyond scope of this proposal.
- Client may terminate this contract for any cause; in which event, compensation shall be made to ADCI based on the fee schedule presented within this proposal.
- Client shall assist ADCI by providing ADCI with all information pertinent to the project, including previous reports, plans and other data relative to the project.
- This agreement shall be binding upon all successors and assignees of either party.
- This proposal may be withdrawn if not accepted within 30 days of the date of an ADCI authorized signature.

Dodgeville Admin Building | Dodgeville, WI January 16, 2025 Page 5

- Unpaid balances past due more than thirty (30) days shall be subject to a monthly finance charge of 1% or 12% per annum, until paid in full. In addition, ADCI shall be entitled to recover all costs of collection, including attorney's fees, incurred as a result of non-payment or to enforce its rights under this Agreement.
- Quoted fees do not include Professional Sales Tax.
- The Architect, and its consultants, partners, agents and employees, shall not be liable to the Owner, whether jointly, severally or individually, in excess of the compensation paid to the Architect under this Agreement, or in excess of the sum of \$25,000.00, whichever is greater, as a result of any act or omission not amounting to a willful or intentional wrong. Nothing contained within this paragraph or Agreement is intended to be a waiver or estoppel of the Client or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including but not limited to, those contained within Wisconsin Statutes 893.80, 895.52, and 345.05; to the extent indemnification is available and enforceable, the Client or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.
- 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. As required by the Wisconsin Construction Lien Law, you are hereby notified that persons or companies performing, furnishing or procuring labor, services, materials, plans or specifications for the construction on Owner's land may have lien rights on Owner's land and buildings if not paid. Those entitled to lien rights, in addition to ADCI, are those who contract directly with you or those who give you identification notice within 60 days after they first perform, furnish, or procure labor, services, materials, plans or specifications for the construction on procures from those who perform, furnish, or procure labor, services for the construction. You should give a copy of each notice you receive to your mortgage lender, if any. ADCI agrees to cooperate with you and your lender, if any, to see that all potential claimants, directly subcontracted by ADCI, are duly paid.

Section VI. Item #15.

Dodgeville Admin Building | Dodgeville, WI January 16, 2025 Page 6

#### **Consultant Agreement Acceptance**

I accept the terms and conditions of this proposal and authorize ADCI to proceed. I recognize this proposal to be in simple outline form only and will act as an interim agreement. It will be replaced by the final contract which will be forthcoming and shall be the "Owner / Architect Agreement," AIA Document B101.

January 16, 2025 Date

William J. Ryan chief executive officer Architectural Design Consultants, Inc.

Mavor City of Oodgeville

Attested by:

2025 Lauree Aulik Øate

Clerk/Treasurer City of Dodgeville

Dodgeville Admin Building | Dodgeville, WI January 16, 2025 Page 7

#### ARCHITECTURAL DESIGN CONSULTANTS, INC.

#### 2025 STANDARD FEE SCHEDULE

#### **Professional and Technical Staff**

Principal Senior Project Manager	\$250   hour \$190   hour
Senior Architect	\$180   hour
Architect   Engineer	\$150   hour
Job Captain	\$145   hour
Specifications Writer	\$155   hour
Senior Interior Designer	\$145   hour
Interior Designer	\$95   hour
Senior Construction Administrator	\$170   hour
Construction Administrator	\$110   hour
Senior Designer	\$130   hour
Designer	\$100   hour
Project Coordinator	\$105   hour
Administrative	\$75   hour

#### **Reimbursable Expenses**

Reproduction and Printing	Cost + 10%
Subcontracted Services	Cost + 10%
Shipping and Postage	Cost + 10%
Mileage for authorized out of town travel	\$0.70 per mile
Travel and Subsistence	Cost + 10%

#### **Other Terms and Conditions**

Standard Fee Schedule is subject to change at the beginning of each new calendar year.

Non-exempt employee overtime will be invoiced at one and one-half (1½) times the standard hourly rates noted above when such overtime is authorized by the client.

Holidays will be observed in accordance with Architectural Design Consultants, Inc. policy and include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day.

A surcharge of fifty percent (50%) will be added for expert witness testimony and/or participation at hearings, depositions, etc.

Progress invoices will be issued at least monthly and shall be due and payable upon receipt unless otherwise stipulated in a design agreement. Balances due more than (30) days shall be subject to a monthly finance charge until paid in full. In addition, ADCI shall be entitled to recover all costs of collection, including attorney's fees, incurred as a result of non-payment or to enforce its rights under this Agreement.

Note: Payments made via Venmo are subject to a 2% surcharge and payments via PayPal are subject to a 3.5% surcharge.

Section VI. Item #15.





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FIRST FLOOR PLAN 24-087 01132025

Section VI. Item #15.

experience | architecture | design

Exhibit B

#### Project Name: Dodgeville Administrative Building

Location: Dodgeville, WI Project No: 24-087 Date: 01-13-2025

					Dec-24         Jan-25         Feb-25         Mar-25         Mar-25         Jun-25         Jun-25         Jun-25         Jun-25         Sep-25         Oct. 25         Nov-25         Dec-24         Jan-26         Feb-26         Mar-26           50         51         12         3         4         5         6         7         8         9         10         11         12         13         4         5         6         7         8         9         10         11         12         13         4         5         6         7         8         9         10         11         12         13         4         5         6         7         8         9         10         11         12         13         4         5         6         7         8         9         10         11         12         13         4         5         6         7         8         9         10         11         12         13         4         5         6         7         8         9         10         11         12         13         4         5         6         7         8         9         10         11         12         13
WBS	Task Name	Start	Finish	Duration	
1	DESIGN PHASE 1	12/11/24	01/13/25	24	
1.1	Design Begins	12/11/24	12/11/24	1	Orsign Begins
1.2	Site Walk-Thru	12/11/24	12/11/24	1	◆rite Walk-Thru
1.3	Consultant Kick-Off Meeting	12/18/24	12/18/24	1	Consultant New Off Meeting
1.4	Plan Review with Owner	01/13/25	01/13/25	1	In Review with Corner
2	CONSTRUCTION DOCUMENTS (CD) PHASE	01/14/25	02/04/25	16	EXEMPLY TION DOCUMENTS (CD) PHASE
2.1	CD/FD Begins	01/14/25	01/14/25	1	◆D/7D Begins
2.2	100% CD Consultant Documents Due to ADCI	02/03/25	02/03/25	1	◆10% CD Consultant Documents Due to ADCI
23	CD Documents Review Meeting with Owner	02/04/25	02/04/25	3	CD Documents Review Meeting with Owner
2.4	Permit Application	02/04/25	02/04/25	31	Germit Application
3	BIDDING PHASE 1	02/05/25	02/25/25	15	ARRONAL HASE 1
3.1	100% Construction Documents Issue for Bid	02/05/25	02/21/25	13	Construction Documents Issue for Bid
3.2	Bids Due	02/25/25	02/25/25	1	Celids Due
3.3	City Council Approve Bid	02/25/25	02/25/25	- 1	City Council Approve Bid
4	CONSTRUCTION PHASE 1	03/03/25	05/16/25	55	VINISTI UPTON DIAMAN
4.1	Start Construction	03/03/25	03/03/25	1	Addition
42	Substantial Completion	05/16/25	05/16/25	1	Completion
5	DESIGN PHASE 2	02/03/25	02/17/25	n	HASE 3
51	Design Begins	02/03/25	02/03/25	1	Science Begins
5.2	Plan Review with Owner	02/17/25	02/17/25	1	Chan Review with Owner
6	CONSTRUCTION DOCUMENTS (CD) PHASE 2	01/22/25	03/21/25	43	CONTRACTOR CO
61	CD/FD Begins	01/22/25	01/22/25	1	◆CD/fD 8cgms
62	100% CD Consultant Documents Due to ADCI	03/19/25	03/19/25	1	00% CD Conjultant Documents Due to ADCI
6.3	CD Documents Review Meeting with Owner	03/20/25	03/20/25	T	CO Documents Review Meeting with Owner
6.4	Permit Application	03/21/25	03/21/25	1	eventa Application
7	BIDDING PHASE 2	03/21/25	04/15/25	18	CONSISTENT AND A CONSISTENT OF A CONSISTENCE OF A CONSISTE OF A CONSISTENCE OF A CONSISTE OF A CONSISTENCE OF A CONSISTENCE OF A CONSISTENCE O
71	100% Construction Documents Issue for Bid	03/21/25	04/08/25	13	store sust truncion Documents issue for Big
7.2	Bids Due	04/10/25	04/10/25	1	and the Deer
7.3	City Council Approve Bid	04/15/25	04/15/25	1	City Council Approve Bid
8	CONSTRUCTION PHASE 2	04/28/25	08/29/25	90	Constantin for a state of the s
8.1	Start Construction	04/28/25	04/28/25	1	
8.2	Substantial Completion	08/29/25	08/29/25	7	desistantial Completion



March 3, 2025

City of Dodgeville 100 E. Fountain Street Dodgeville, WI 53533

Attn: Gregory Lee, Director of Public Works

#### Re: Amendment No 002 ADCI Project No 24-087

In accordance with the Agreement dated December 2, 2024, between the Owner:

City of Dodgeville 100 E. Fountain Street Dodgeville, WI 53533

And the Architect:

Architectural Design Consultants, Inc. 30 Wisconsin Dells Parkway Lake Delton, Wisconsin 53940

For the Project:

Administrative Building Dodgeville, Wl

Authorization is requested to amend the above-noted Contract as described below:

1.	Provide Structural	Engineering	Additional Services as follows:	ADD	\$600.00
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A. Analysis and coordination of existing roof framing for support of new RTUs. This includes details for support of the units plus details for any roof penetrations for ducts, etc.

2. Provide Mechanical Engineering Additional Services as follows: ADD \$6,000.00

A. Documentation and Review:

- Obtain cut sheets and submittals for equipment replaced in 2012 due to unavailability of original drawings.
- Manual specifications needed versus specifications on drawings.
- B. Cooling Solutions Evaluation:
  - Review the existing air handling unit (HV-3) with the manufacturer to assess the feasibility of accommodating an additional coil.

**Designing Experiences.** Building Relationships.

30 Wisconsin Dells Parkway, PO Box 580 | Lake Delton, WI 53940 | 608.254.6181 | adcidesign.com

Agreement Amendment No 002 March 3, 2025 Page 2

- Explore multiple options to provide cooling to the area, including cost comparisons and lead time assessments for proposed equipment.
- Evaluate existing systems serving adjacent areas as potential temporary solutions.
   C. Demolition:
  - Demolish existing hydronic piping, appurtenances, and heating coil serving HV-3.
- D. New Equipment, Installations and Modifications:
  - Select two new hydronic heating coils and route new hydronic piping.
  - Modify existing ductwork to accommodate new duct-mounted heating coils.
  - Select and detail a new heat pump to serve HV-3.
  - Select and detail a new cooling coil to serve HV-3, including the necessary refrigerant piping.
  - Related specifications for additional equipment and components.
  - Revise controls for HV-3.
  - Additional Construction Administration for additional equipment and components.
- 3. Provide Electrical Engineering Additional Services as follows: ADD \$2,000.00
  - A. Lighting:
    - Provide lighting and controls to the new spaces; i.e. corridor, breakroom 107, access hall 101, library office 103, library office 102, library storage 104. The temporary library lighting is expected to stay as is until Phase 2.
  - B. Power:
    - Provide receptacles and rough-in data to the new spaces; i.e. corridor, breakroom 107, access hall 101, library office 103, library office 102, library storage 104 and temporary library 106.
    - Survey existing devices on CMU walls to allow reuse of existing locations and avoid surface mounted raceways throughout the Phase 1 spaces.
    - Provide special outlets to microwave and refrigerator in breakroom 107.
    - Provide lighting and controls to the new spaces; i.e. corridor, breakroom 107, access hall 101, library office 103, library office 102, and library storage 104. The temporary library lighting is expected to stay until Phase 2.
    - All these branch circuits need to move to a larger capacity panel in Phase 2. For Phase 1, connecting branch circuits to the existing panels that have available space.
    - Provide fire alarm devices in these spaces.
    - Review the existing electrical service with Alliant Energy to determine if there is capacity to handle the additional HVAC load for Phase 1. Awaiting electrical inspector to confirm if the existing code violations are deemed "grandfathered" or if modifications are needed to meet current code requirements.
    - Provide power to additional HVAC equipment.
    - Coordinate MEP efforts for these additional areas.

### Total Additional Compensation: \$8,600.00

Section VI. Item #15.

Agreement Amendment No 002 March 3, 2025 Page 3

SUBMITTED BY:

ure

Justin R. Nagel Vice President Business Operations March 3, 2025

AGREED TO:

Hottmann nature

Barry N. Hottmann Mayor City of Dodgeville

Date

Attested by:

Lauree Aulik Clerk/Treasurer City of Dodgeville

2025

Date

Designing Experiences. Building Relationships. 30 Wisconsin Dells Parkway, PO Box 580 | Lake Delton, WI 53940 | 608.254.6181 | adcidesign.com

### Additions and Deletions Report for

AIA<sup>®</sup> Document B133<sup>®</sup> – 2019

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#### PAGE 1

AGREEMENT made as of the Twenty-ninth day of May in the year Two Thousand Twenty-five

...

City of Dodgeville 100 E. Fountain Street Dodgeville, WI 53533 Telephone Number: 608.930.5228

...

Architectural Design Consultants, Inc. 30 Wisconsin Dells Parkway PO Box 580 Lake Delton, WI 53940 Telephone Number: 608.254.6181

...

(Name, location, and detailed description)

Administration Building Dodgeville, WI ADCI Project No. 24-087 Conversion of an approximately 14,000-SF building into a new city hall. See Exhibit C - approved Schematic Design for reference.

...

Joe Daniels Construction Company, Inc. 919 Applegate Road Madison, WI 53713 Telephone Number: 608.271.4800 PAGE 2

Conversion of an existing approximately 14,000-square-foot building into a city hall facility with key considerations including functionality, civic identity, budget management, space flexibility, and accommodating future needs. See Exhibit C - approved Schematic Design for reference.

...

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Project location is an existing parcel and building at 410 E. Leffler Street, Dodgeville, Wisconsin. Environmental reports on existing conditions, surveys, and other information is available from the Owner.

....

#### To be determined. PAGE 3

Design completed early April (Phase I and Phase II)

...

April 2025

...

August 2025

...

[X] AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

...

Phase I - Renovation from Library needs. Phase II - Total Project.

...

Owner wishes to consider options to conserve energy but this is not considered a LEED or Green Certified project.

...

Barry N. Hottmann, Mayor 100 E. Fountain Street Dodgeville, WI 53533 Telephone Number: 608.930.5228 PAGE 4

> Joe Daniels Construction Company, Inc. 919 Applegate Road Madison, WI 53713 Telephone Number: 608.271.4800

...

...

...

N/A

N/A

N/A

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•••

Justin Nagel, Principal in Charge Tim Woolever, Architect of Record 30 Wisconsin Dells Parkway PO Box 580 Lake Delton, WI 53940 Telephone Number: 608.254.6181

•••

Harwood Engineering Consultants, Ltd Jose Franco, Jr. 255 N. 21st Street Milwaukee, WI 53233 Telephone Number: 414.475.5554

## PAGE 5

Harwood Engineering Consultants, Ltd Jose Franco, Jr. 255 N. 21st Street Milwaukee, WI 53233 Telephone Number: 414.475.5554

...

Harwood Engineering Consultants, Ltd. Jose Franco, Jr. 255 N. 21st Street Milwaukee, WI 53233 Telephone Number: 414.475.5554

•••

None.

...

Note project has been approved in a fast-track method. See Exhibit D – approved letter proposal and amendments for reference.

...

**§ 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. **PAGE 6** 

**§ 2.6 Insurance.** 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.

**§ 2.6 Insurance.** The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost as set forth in Section 11.8.3.

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§ 2.6.1 Commercial General Liability with policy limits of not less than (\$ ) for each occurrence and (\$ One Million Dollars and Zero Cents (\$1,000,000.00) for each occurrence and Two Million Dollars and Zero Cents (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles <del>owned,</del> owned by the Architect and non-owned vehicles <del>used,</del> used by the Architect with policy limits of not less than (\$) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, One Million Dollars and Zero Cents (\$ 1,000,000.00 ) per claim and in the aggregate for bodily injury and property damage along with any other statutorily required automobile coverage.

§ 2.6.3 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 2.6.1 and 2.6.2, 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, those required under Sections 2.6.1 and 2.6.2.

§ 2.6.4 Workers' Compensation at statutory limits-limits and Employers' Liability with policy limits not less than One Million Dollars and Zero Cents (\$ 1,000,000.00 ) each accident. One Million Dollars and Zero Cents (\$ 1,000,000.00 ) disease each employee, and One Million Dollars and Zero Cents (\$ 1,000,000,00 ) disease policy limit.

§ 2.6.5 Employers' Liability with policy limits not less than (\$) each accident. (\$) each employee, and (\$) policy limit. Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Five Million Dollars and Zero Cents (\$ 5,000,000.00 ) per claim and in the aggregate.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than (\$) per claim and (\$) in the aggregate. The Owner shall be an additional insured on the Architect's primary policies for Commercial General Liability and Automobile Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations.

§ 2.6.7 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 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.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

§ 2.6.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary polices 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.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6. See Exhibit A.

## PAGE 7

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. Project, if Architect is providing mechanical or electrical engineering. The Architect shall respond to applicable design requirements imposed by those authorities and applicable entities.

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...

#### § 3.3 Schematic Design Phase Services - See Exhibit D

§ 3.3.2 The Architect shall prepare a preliminary evaluation review of the Owner's program, schedule, budget for the Cost of the Work, Project site, 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. PAGE 9

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager-Manager, to the extent the Owner requests such assistance, in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

### PAGE 10

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Construction Manager'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. Documents and only after the Construction Manager has performed its review. 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 Construction Manager'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.

PAGE 12

§ 4.1.1.1 Assistance with Selection of Construction Manager	Not Provided
§ 4.1.1.2 Programming	Owner
§ 4.1.1.3 Multiple Preliminary Designs	Architect
§ 4.1.1.4 Measured drawings (existing plans provided)	Not Provided
§ 4.1.1.5 Existing facilities surveys	Not Required
§ 4.1.1.6 Site evaluation and planning	Not Required
§ 4.1.1.7 Building Information Model management responsibilities	Architect
§ 4.1.1.8 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.9 Civil engineering	Not Required
§ 4.1.1.10 Landscape design	Not Required
§ 4.1.1.11 Architectural interior design	Architect
§ 4.1.1.12 Value analysis	Not Provided
§ 4.1.1.13 Cost estimating	Construction Manager
§ 4.1.1.14 On-site project representation	Construction Manager
§ 4.1.1.15 Conformed documents for construction	Architect
§ 4.1.1.16 As-designed record drawings	Architect
§ 4.1.1.17 As-constructed record drawings	Construction Manager
§ 4.1.1.18 Post-occupancy evaluation	Not Provided
§ 4.1.1.19 Facility support services	Not Provided
§ 4.1.1.20 Tenant-related services	Not Required
§ 4.1.1.21 Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.22 Telecommunications/data design	By Owner's Vendor
§ 4.1.1.23 Security evaluation and planning	By Owner's Vendor
§ 4.1.1.24 Commissioning	Not Provided
<b>4.1.1.25</b> Sustainable Project Services pursuant to Section 4.1.3	Not Provided
4.1.1.26 Historic preservation	Not Required
§ 4.1.1.27 Furniture, furnishings, and equipment designartwork specification	Architect
§ 4.1.1.28 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.29 Other Supplemental Services	Not Provided

PAGE 13

4.1.1.3 Multiple preliminary designs – Architect previously furnished multiple building studies and configurations under the Schematic Design agreement.

4.1.1.7 Building Information Model (BIM) management responsibilities – Architect will manage BIM as outlined in attached E203-2013 as a Basic Service.

4.1.1.11 Architectural interior design – Architect will provide Interior Design as a Basic Service.

4.1.1.14 On-site project representation – Architect is responsible for the number of site visits defined in article 4.2.3 and responsibilities as described in Article 3.6. Any additional representation is the responsibility of the Construction Manager.

4.1.1.15 Conformed documents for construction - Architect will furnish conformed construction documents to Owner at Owner's request as a Basic Service.

4.1.1.16 As-designed record drawings – Architect will furnish as-designed record drawings to Owner at Owner's request as a Basic Service.

4.1.1.21 Architect's coordination of the Owner's consultants - Architect will furnish coordination of Owner's consultants, but only to the extent that such services directly affect the Architect and its consultants.

4.1.1.27 Furniture, furnishings, and artwork specifications - Architect will provide FF&A specifications and layout as a Basic Service.

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4.1.1.2 Programming – Owner has already provided a basic description of Program as is described in Section 1.1.1. 4.1.1.13 Cost estimating – Owner will provide budget estimates through the Construction Manager. Architect and Owner shall be entitled to rely upon their work.

PAGE 14

...

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 Six (6) visits 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 <u>Two (2)</u> inspections for any portion of the Work to determine final completion
- .5 One (1) inspection by the Mechanical and Electrical Engineers for final review of all systems.

...

§ 4.2.5 If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services. PAGE 16

## § 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates. Owner shall include a contingency in the amount of five percent (5%) of the Cost of the Work as a design contingency to be used, as needed, to pay for any increased costs that arise as a result of possible omissions, ambiguities, and/or inconsistencies in the drawings and/or specifications prepared by Architect. The contingency shall not be used for cost increases which result from Owner requests, changes in governmental requirements, unforeseen conditions, or other events for which contractor would be entitled to a change order. Owner agrees to make no claim against Architect for any increased cost within this contingency amount. If costs due to changes resulting from design errors, omissions, inconsistencies, or incompleteness exceed the contingency, then Architect may be responsible for such costs incurred by Owner but only to the extent caused by Architect's negligent performance of the Services. In no event shall Architect be responsible for any increased costs that Owner incurs as part of the construction of the Project unless such costs are due to Architect's errors or omissions.

§ 6.3.2 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates. PAGE 18

§ 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 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 Construction Manager, contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

...

§ 8.1.5 The Owner agrees to make no claim against Architect for any increased cost within design contingency amount stated in Article 6.3.1. If costs due to changes resulting from design errors, omissions, inconsistencies, or incompleteness exceed the contingency, then Architect may be responsible for such costs incurred by the Owner, but only to the extent caused by Architect's negligent performance of the Services. In no event shall Architect be responsible for any increased costs that the Owner incurs as part of the construction of the Project unless such costs are due to Architect's errors or omissions.

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#### PAGE 19

#### []-Litigation in a court of competent jurisdiction X ] Litigation in a state court in Sauk County, Wisconsin, or Federal court in Dane County, Wisconsin, provided such venues are allowed by the laws of the state where the Project is located

...

#### § 8.3 Arbitration – Intentionally Deleted

§ 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.

## PAGE 20

To be determined later by mutual agreement.

...

## To be determined later by mutual agreement.

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

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, laws of the State of Wisconsin, 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. rules unless such election is prohibited by the laws of the state where the Project is located, in such case that state's laws such govern. PAGE 21

§ 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 ease 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.

...

...

Three Hundred Twenty-Seven Thousand Dollars and Zero Cents (\$327,000.00)

.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)

The above Compensation includes Work completed and billed under the Schematic Design Services Proposal dated December 2, 2024, and amendments to that Proposal dated January 16, 2025, and March 3, 2025. See Exhibit D.

...

To be determined later by mutual agreement.

...

To be determined later by mutual agreement.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10%), or as follows: PAGE 22

Schematic Design Phase	Sixteen	percent (	<u>16</u>	%)
Design Development Phase	<b>Thirty</b>	percent (	<u>30</u>	%)
<b>Construction Documents Phase</b>	Thirty-Six	percent (	<u>36</u>	%)
Construction Phase	Eighteen	percent (	18	%)

...

## See Exhibit B. PAGE 23

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10%) of the expenses incurred.

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....

§ 11.10.1.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00) 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.

...

§ 11.10.2.1 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.

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#### 10 % per annum

...

AIA Document E202<sup>TM</sup>–2022, BIM Exhibit for Sharing Models with Project Participants E202/E401-2022, Exhibit A, Project Digital Data Acceptable Use Policy

PAGE 24



Other Exhibits incorporated into this Agreement:

...

Exhibit A - ADCI Certificate of Insurance Exhibit B - ADCI Standard Fee Schedule Exhibit C - Schematic Design Drawings for project scope reference. Exhibit D - Schematic Design Proposal 12/02/2024, Amendment No. 1 Construction

Design Proposal 01/16/2025, Amendment No. 2 – Mechanical/Structural modification 03/03/2025.

...

None

...

Barry N. Hottmann, Mayor

David E. Cameron, Chief Operating Officer

...

Attested by:

Lauree Aulik Clerk/Treasurer City of Dodgeville

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#### PAGE 1

This Exhibit dated the Twenty-ninth day of May in the year Two Thousand Twenty-five is incorporated into the agreement (the "Agreement") between the Parties for the following Project:

...

Administration Building Dodgeville, WI ADCI Project No. 24-087 PAGE 2

> § 2.2.1.1 Planning (Examples include programming, site analysis, energy analysis, scheduling, cost [X] and quantity estimating, and documentation of existing conditions):

Site analysis/layout, programming, design feasibility, visualization, and other design-related tasks.

[X] § 2.2.1.2 Design (Examples include design authoring, design review, 3D coordination, structural analysis, lighting analysis, energy analysis, site utilization, and engineering analysis):

Design authoring, design coordination, engineering analysis, visualization, and other design-related tasks.

[X] § 2.2.1.3 Construction Management (Examples include preconstruction activities, scheduling, cost estimating, value engineering, and constructability):

Drawing updates during construction (RFIs, Revisions).

#### PAGE 3

Architectural	Architect	X	
Interior Design	Architect	X	
Structural	Structural Engineer	X	
Mechanical	Mechanical Engineer	X	
Electrical	Electrical Engineer	X	

#### PAGE 4

BIM Execution Plan shall be created and updated by the Architect.

[X] PAGE 5

AIA Document G203<sup>™</sup>-2022 BIM Execution Plan, with G204<sup>™</sup>-2022 Model Element Table

Additions and Deletions Report for AIA Document E202 - 2022. Copyright @ 2022. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 12:14:11 ET on 05/29/2025 under Order No.4104244838 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com. **User Notes:** (1752314988)

<sup>...</sup> 

Notice shall be provided within thirty (30) days from receipt of BIM Execution Plan. PAGE 6

Project Participants shall utilize Architect's Newforma Information Exchange platform for handling, processing, and distributing Non-BIM Digital Data. Each Project Participant is responsible for archiving any Digital Data per its own policies and procedures as long as their policies and procedures do not conflict with the terms of this Exhibit or the Agreement in general.

§ 5.1.1 If the Project Participants follow joint protocols for the creation, storage, management, archiving, and sharing of Digital Data as identified in Section 5.1, then the Project Participant responsible for Model management shall also compile an archive of Digital Data other than Models at the end of each Designated Delivery Milestone and shall preserve it without alteration. Each Project Participant shall be provided with an archive of all common Project data to which they had access during the Project at the conclusion of the Project or when they are no longer performing work or services related to the Project, whichever is earlier. Project Participants shall adhere to the policy set forth in the attached Exhibit A Project Digital Data Acceptable Use Policy. PAGE 7

See Project Digital Data Acceptable Use Policy attached as Exhibit A.

...

None noted

None noted.

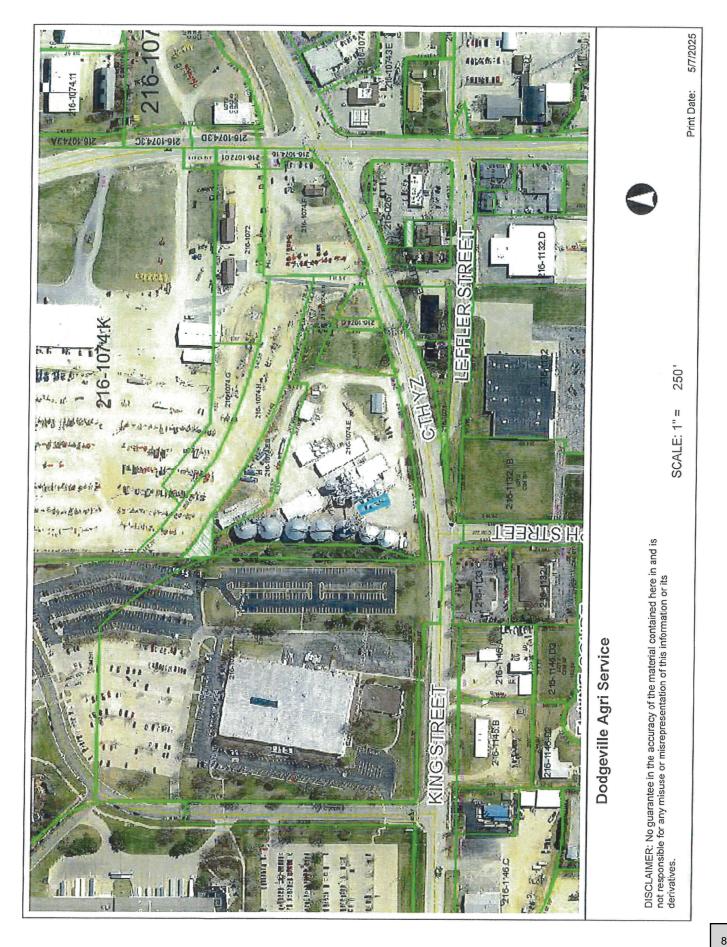
...

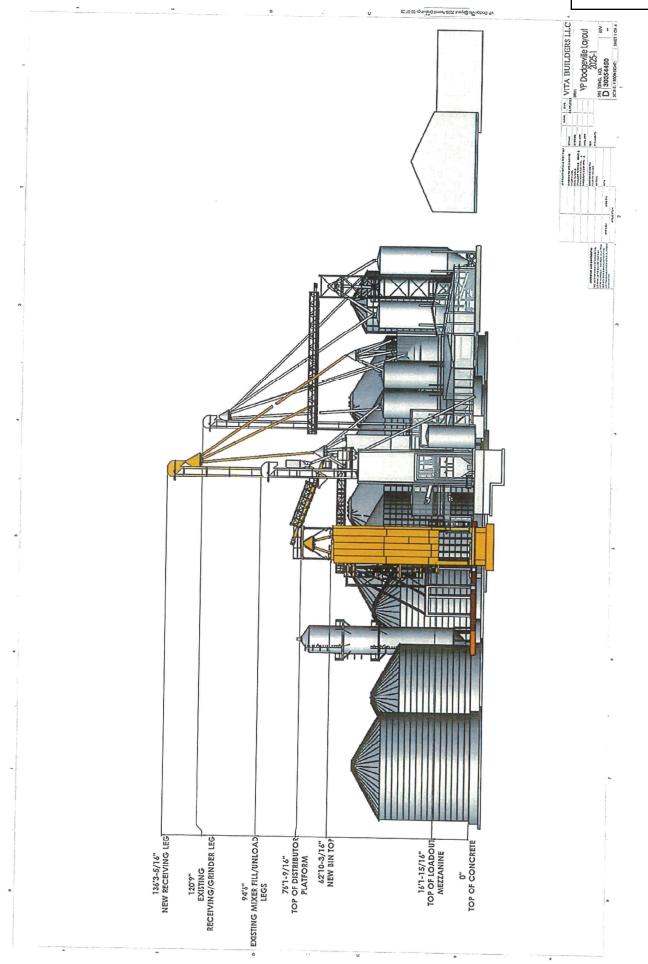
Exhibit A Project Digital Data Acceptable Use Policy

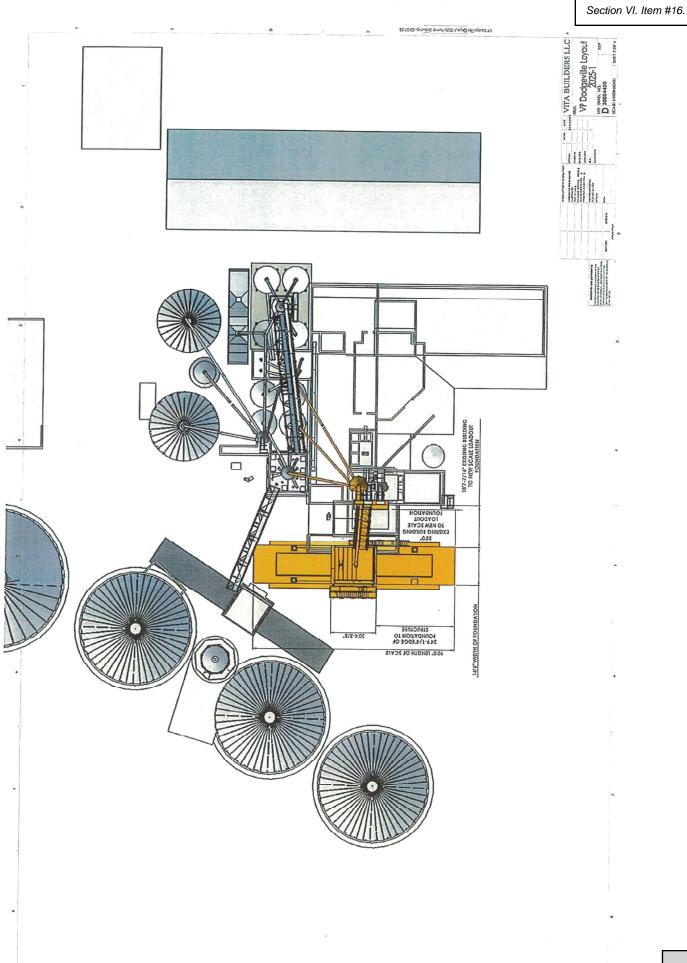
#### **CITY OF DODGEVILLE**

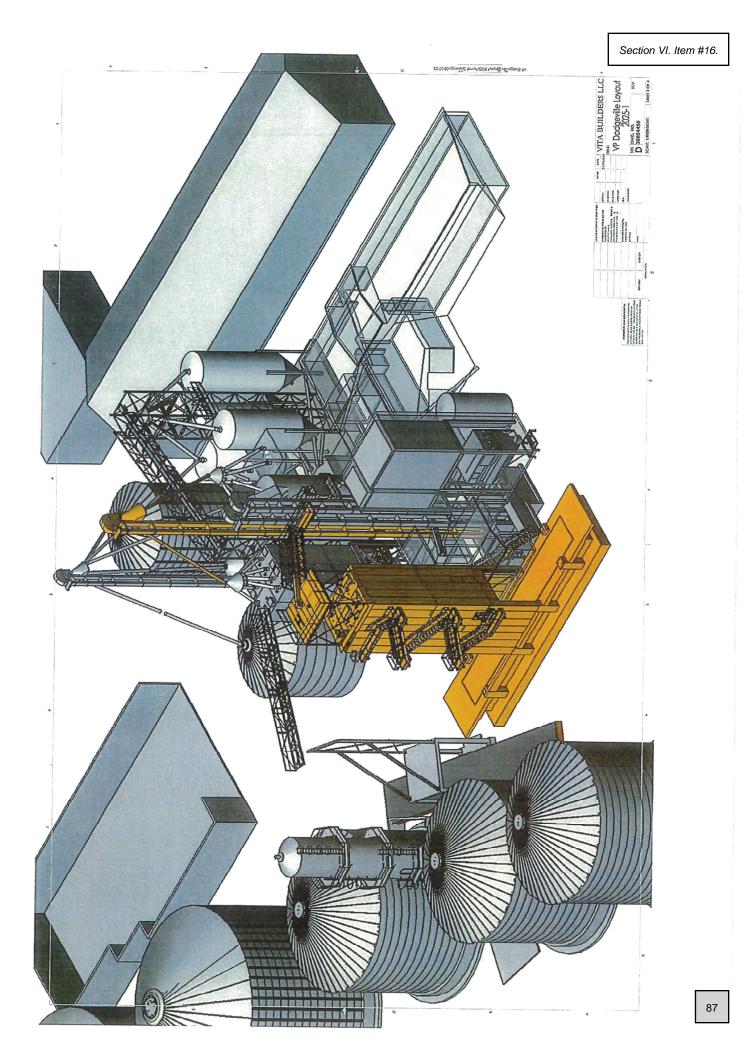
## CONDITIONAL USE PERMIT APPLICATION

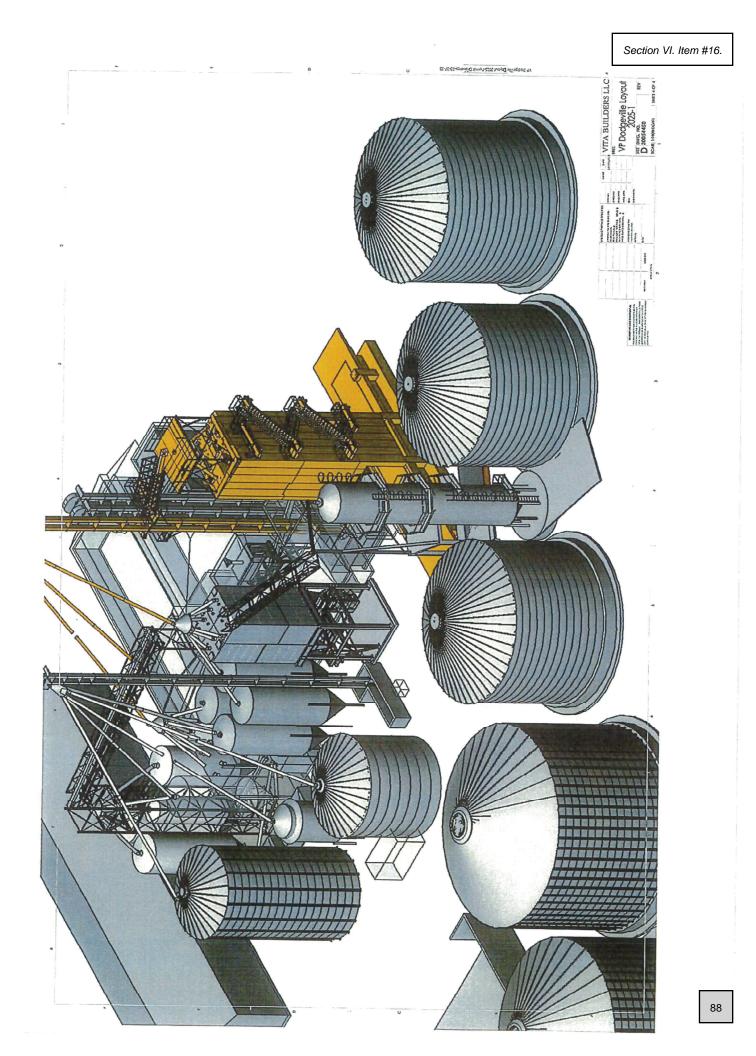
Applicant: Dodgeville Agri-Service-(Bryce Leibfried)
Address: 208 King St, Dodgeville, WI 53533
Phone number: 608-732-0010 Email address: bleibfried@vitaplus.com
Owner of Land if other than applicant:
Name:
Address:
Phone number: Email address:
Names of architect, professional engineer, or contractor if any: Vita Builders LLC GENERAL McMahon Associates, Inc ENGINEERING Names and addresses of opposite and abutting property owners of record:
IOWA COUNTY 222 N IOWA ST., DODGEVILLE, WI 53533
HENNESSEY IMPLEMENT INC.1414 STATE ROAD 23. DODGEVILLE. WI 53533LANDS END WIC1 LANDS END LANE, DODGEVILLE, WI 53595DODGEVILLELC1208 JOSEPH STREET, DODGEVILLE, WI 53533
Street Address of property: 208 WI 53533 Parcel # 216-1074.E
Current use of property: Grain Elevator
Type of Structure: Loadout Bins and Structural over 45FT in height
Proposed operation or use of structure or site: Bulk loadout of outbound product.
Number of employees if any: 11
Zoning district of proposed site: M-L Limited Industrial
Attach a plot plan showing the location of the proposed building with respect to adjoining streets, alleys, lot lines, and other buildings, if any. Also, building size and height, lot size and proposed provisions for off street parking.
Attach a copy of the legal description of the property or fill in here:
Parcel 1074 and Parcel 1074.A
Date of Application: 05/08/2025 Application Fee \$500
Applicant Signature: 1990
Applicant or an agent for applicant must appear at the hearing
ADDITIONAL PROPERTY OWNERS OF OPPOSITE OR ABUTTING PARCELSJOHN A ROWE208 WEST LEFFLER STREET, DODGEVILLE, WI 53533TOY BOX 1209 LLC4678 CHIMNEY ROCK RD, DODGEVILLE, WI 53533CITY OF DODGEVILLE100 E FOUNTAIN ST., DODGEVILLE, WI 53533











#### Print Preview

#### Sec 17.19 M-L Limited Industrial District

The M-L District is intended to provide for manufacturing or industrial operation which, on the basis of actual physical and operational characteristics, would not be detrimental to the surrounding area or to the City as a whole by reason of noise, dirt, dust, smoke, odor, traffic, physical appearance or other similar factors, and subject to such regulatory controls as will reasonably ensure compatibility in this respect. Outdoor storage of raw materials or finished products is not allowed.

#### (a) Permitted Uses.

- (1) Automotive repair, service and storage of automobile accessories, except the wrecking of motor vehicles.
- (2) Blacksmithing, tinsmithing and sheet metal work.
- (3) Breweries and brewpubs.
- (4) Manufacture, fabrication, packing and packaging and assembly of products from furs, glass, leather (but not tanning of hides or manufacture of leather), metals, paper (but not the manufacture of paper or pulp), plaster, plastic (but not the manufacture of plastic), textiles and wood (but not the manufacture of paper or pulp).
- (5) Manufacture, fabrication, packaging and packing of confections, cosmetics, electrical appliances, electronic devices, food (except meat and meat products, fish and fish products, cabbage products or the vining of peas).
- (6) Manufacture of furniture, home supplies and appliances, instruments, jewelry, office supplies, pharmaceuticals, sporting goods, tobacco products and toiletries.
- (7) Laboratories.
- (8) Warehousing.
- (9) Welding shops.
- (10) Wholesaling.
- (11) (Cr. Ord. #1112) All permitted uses in the B-H Highway Business District.

#### (b) Conditional Uses.

- (1) Storage and warehousing of fuel and materials, but not the storage of wrecked or dismantled vehicles and junk or the storage of explosives.
- (2) Other uses similar in character to the permitted uses, giving due consideration to such items as noise, odor, pollution, traffic and parking, safety, hours and type of operation.
- (3) (Cr. Ord. #1169) Churches and similar places of worship and instruction.
- (4) See sec. 17.24(a) of this chapter.
- (5) Grain elevators.
- (c) Lot, Yard and Building Requirements.

Lot frontage	No minimum
Lot area	Minimum one acre
Front setback	Minimum 50 ft.
Side setbacks	Minimum 20 ft.
Rear setback	Minimum 25 ft.
Building height	Maximum 45 ft.
Number of stories	Maximum 3

(d) Off-Street Parking and Loading Requirements. See sec. 17.26 of this chapter.

(Ord. No. 2021-1403, att., § 17.19, 9-21-2021)

HISTORY Adopted by Ord. <u>2023-01</u> on 1/3/2023 Adopted by Ord. <u>2023-03</u> on 6/20/2023 Amended by Ord. <u>2025-11</u> on 5/6/2025

#### **CITY OF DODGEVILLE**

## CONDITIONAL USE PERMIT APPLICATION

Applicant: Dodgeville Agri-Servic	e		
Address: 208 King St, Dodgeville	, WI 53533		
Phone number: 608-732-0010	Email address: ble	ibfried@vitaplus.com	
Owner of Land if other than applicant	:		
Name:			
Address:			
Phone number:	Email address:		
Names of architect, professional engin Vita Builders LLC GENERAL McMahon Associates, Inc EN Names and addresses of opposite and	IGINEERING		
IOWA COUNTY		222 N IOWA ST., DOD	GEVILLE, WI 53533
HENNESSEY IMPLEMENT INC	).		, DODGEVILLE, WI 53533
			DODGEVILLE, WI 53595
DODGEVILL	LC	1208 JOSEPH STREE	T, DODGEVILLE, WI 5353
Current use of property: Grain Elev Type of Structure: Loadout Bins an Proposed operation or use of structur Bulk loadout of outbound produ	d Structural over 4 e or site:	5FT in height	
Number of employees if any: 11			
Zoning district of proposed site: M-L	Limited Industrial		
Attach a plot plan showing the locatio other buildings, if any. Also, building s			
Attach a copy of the legal description	of the property or fill	in here:	
Date of Application: 05/08/25		Application Fee <b>\$500</b>	
Applicant Signature:			
Applicant or an agent for applican	t must appear at th	e hearing	
ADDITIONAL PROPERTY OW JOHN A ROWE			RCELS ET, DODGEVILLE, WI 53533

TOY BOX 1209 LLC CITY OF DODGEVILLE 208 WEST LEFFLER STREET, DODGEVILLE, WI 53533 4678 CHIMNEY ROCK RD, DODGEVILLE, WI 53533 100 E FOUNTAIN ST., DODGEVILLE, WI 53533

## CITY OF DODGEVILLE HARRIS PARK – LEY MEMORIAL PAVILION

# THE FOLLOWING ARE ADDITIONAL TERMS OF THE PERMIT GRANTED BY THE CITY OF DODGEVILLE, hereinafter referred to as the City, TO THE ICE WOLVES YOUTH HOCKEY ASSOCIATION, hereinafter referred to as the IWYHA or the Association, FOR THE TERM SEPTEMBER 20, 2025, THROUGH APRIL 11, 2026.

- 1.0 Except during periods of *public skating, the Ice Wolves Youth Hockey Association shall have exclusive use* of the Ley Memorial Pavilion during the period designated on the permit. The term "exclusive use" means the IWYHA shall have priority use of the facility for the sole purpose of providing a skating and ice hockey facility for its membership.
- 1.1 Pavilion shall be made available for public skating aka "open skate" as follows:
  - a) Not less than two (2) times per week for at least two (2) hours each time. (see exception in Section 1.3)
  - b) Public skating events shall be under the control or operation of the City.
  - c) The IWYHA agrees to provide volunteer supervision for such public skating. During public skating, the supervisors shall be deemed to be acting as volunteers for the City.
  - d) In the event of inclement weather, open public skating can be cancelled at the discretion of the IWYHA. IWYHA shall announce cancellations via the IWYHA Facebook page and website as soon as the decision to cancel is made. IWYHA shall notify the City as soon as practicable of the cancellation, so the City may provide notice via the City's website. Cancelled open public skating events will not be rescheduled.
  - e) No unauthorized or unsupervised public skating shall be allowed without the knowledge and consent of the IWYHA.
  - f) The IWHYA shall post open skate schedules at the Ley Memorial Pavilion, the IWHYA website, and IWHYA Facebook page. The IWHYA shall provide open skate schedules to the City for posting on the City website.
- 1.2 During the hours of usage by the IWYHA, the facility shall be supervised by an authorized agent of the IWYHA, with restroom facilities open and the sale of concessions at the option of the Association.
- 1.3 The IWYHA shall be allowed to host multi-team tournaments under the jurisdiction of USA Hockey. The City recognizes the positive economic impact of such tournaments and therefore allows that the IWHYA may need to make exceptions to the public skate terms outlined in Section 1.1 of this contract during tournament weekends.
- 1.4 The IWYHA shall be allowed to rent ice time to other USA Hockey-registered teams, with proceeds of such rented ice time going solely to the Association. Rented ice times are independent of games and tournaments hosted by the Association and will not encroach upon the minimum number of open public skating events. Other teams renting ice, or the

Association itself, will provide a certificate of insurance or other evidence of insurance reasonably satisfactory to the City and a copy shall be provided to the City in advance of such rented ice time.

- 1.5 No other activities shall be scheduled at Ley Memorial Pavilion during the dates of exclusive use as outlined in Section 1.0 without joint approval of the Park & Recreation Committee and the IWYHA, and must be submitted for approval at least 1 week prior to use.
- 2.0 The City of Dodgeville Parks and Recreation Committee will provide heat, fuel and electricity. The IWYHA will pay 75% of the total costs of all heat and single-phase electricity.
- 2.1 The IWYHA shall pay for all water and sewer used at Ley Memorial Pavilion as well as all 3-phase electricity used during the term of the permit.
- 3.0 The IWYHA shall be responsible for general cleanup and housekeeping of Ley Memorial Pavilion, including picking up trash in the parking lot as needed, during the term of the permit. The City will provide, and pay for the cost of trash dumpsters outside the pavilion for use of trash disposal by the Association. All indoor cleaning supplies and paper products will be supplied /purchased by the IWYHA.
- 3.2 The City shall be responsible for snow removal on regularly scheduled employee work days between the hours of 7:00 a.m. and 3:30 p.m. The Association shall be responsible for snow removal at all other times.
- 3.3 The parties shall meet within 60 days following the end of the term of this contract to determine whether modifications are needed to provide for any unanticipated major costs to the City. Such major unanticipated costs include, but are not limited to, utility and maintenance cost increases. In the event the parties cannot agree on such modifications, any issue not resolved within 60 days following the end of the term of the contract shall be submitted to the American Arbitration Association with the costs of such arbitration being share equally by the parties.
- 4.0 Key Cards to the pavilion will be assigned as follows:
  - a) One (1) for each team Head Coach.
  - b) One (1) for an assistant coach or team manager of each team.
  - c) One (1) each for Rink Managers.
  - d) One (1) each for Concession Managers.
  - e) One (1) each for Equipment Managers.
  - f) One (1) for President.
- 4.1 Key Cards are the responsibility of their assignee and must be returned to the City at the end of the Association's term. Admittance to the Ley Pavilion may also be obtained from

such members of the Parks and Recreation Committee as the committee members shall designate.

- 5.0 In consideration of the usage referred to above, the IWYHA agrees to:
  - a. Maintain the building in as close to original condition, as is practical and possible, except that designated equipment may be left with the approval of the Parks & Recreation Committee. Pre and post walk through is mandatory. A city official and the IWYHA President will be present at this meeting.
  - b. Provide a safe environment always when the Association is supervising games, practices, and activities related to the conduct of the sport of Ice Hockey. In addition, when acting as volunteer supervisors for the City, supervisors and the Association shall ensure that the ice and pavilion are safe for the intended purpose of open skating.
  - c. Provide adequate supervision for all Association games, practices, and other Association sanctioned events.
  - d. Provide to the City a Certificate of Insurance showing evidence of liability coverage with overall limits of \$1,000,000 and property damage coverall limits of \$300,000, to be in effect during the term of this contract and covering the use of Harris Park Ley Memorial Pavilion facilities by the Association. In addition, the Association agrees to name the City as an additional insured under its policy, as respects for games, practices, and other Association sanctioned events. Proof of insurance must be provided by October 1 of each year and a \$1,000.00 deposit is due by September 30 of each year to secure the use of the pavilion.
  - e. Netting will be installed by the Association before skating begins. The netting and installation is to be approved by Park Supervisor.
  - f. Maintain the Premises in a neat and clean condition as outlined in Section 3.0.
  - g. Report promptly to the City Clerk's Office any building damage, malfunction of equipment or items needing repair. Obtain City approval in writing for repairs, improvements, and/or maintenance costs before incurring expense for such work or materials.
  - h. Maintain and repair equipment owned by the Association and maintain any equipment of the City's which may require repair, including damaged ceiling tiles, because of use by the IWYHA.
  - i. Immediately remove storage trailers to lower parking lot following rink setup. If not removed by November 1, 2025, the Association will be charged a fee of \$20 per day thereafter until the trailers have been moved. Immediately remove storage trailers offsite following rink teardown. If not removed by April 13, 2026, the Association will be charged a fee of \$20 per day thereafter until the trailers have been moved. The Association shall be responsible for the cost of any repairs to the upper parking lot necessitated by failure to comply with this provision.
  - j. The IWYHA shall pay a fee of \$3,000.00 per season. Fees collected will be designated to Park Outlay for maintenance and upgrading Park facilities. This fee shall be paid prior to signing the contract for the upcoming season.
- 6.0 Per this agreement, the IWYHA shall take exclusive use of Ley Pavilion no later than September 20, 2025, and shall have such exclusive use through April 13, 2026,

notwithstanding any inclement weather conditions which could adversely affect the removal of the ice. By April 13, 2026, equipment, concessions, garage, kitchen, locker rooms, and Zamboni will be removed/cleaned for park employee usage.

7.0 The IWYHA shall defend and hold the City, its officers, employees and agents harmless from and against all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from negligent or intentional acts or omissions of the IWYHA, its officers, agents or employees.

The City shall defend and hold the IWYHA, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees or claims for injury or damages are caused or result from the negligent or intentional acts or omissions of the City, its officers, agents or employees. Nothing contained within this paragraph or Agreement is intended to be a waiver or estoppel of the City or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including but not limited to, those contained within Wisconsin Statutes 893.80, 895.52, and 345.05. To the extent indemnification is available and enforceable, the City or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin law.

The City assumes no responsibility and shall not be liable for any loss of or damage to the equipment of the IWYHA, its rents and those other teams or organizations participating in Association sponsored events while such equipment or property is in Ley Memorial Pavilion; and the Association assumes the risk of all such loss or damages.

Ice Wolves key contacts are as follows:

Kyle Levetzow, President	608-574-2303 (c) <u>icewolvesprez@gmail.com</u>
Jonathan Olday, VP	608-577-1556 (c) <u>icewolvesvp@gmail.com</u>
Rachel Lee, Secretary	715-533-1370 (c) <u>icewolvessecretary@gmail.com</u>
Chris Rusch, Rink Manager	608-341-7621 (c) cruschter@hotmail.com

[Signature Pages to Follow]

# ICE WOLVES YOUTH HOCKEY ASSOCIATION:

KYLE LEVETZOW, President

## ACKNOWLEDGMENT

STATE OF WISCONSIN ) ) ss. COUNTY OF \_\_\_\_\_)

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, the above named Kyle Levetzow, President, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Print or Type Name:	
Notary Public, State of _	
My Commission:	

CITY OF DODGEVILLE:

BARRY HOTTMANN, Mayor

LAUREE AULIK, Clerk-Treasurer

## ACKNOWLEDGMENT

STATE OF WISCONSIN ) ) ss.

COUNTY OF \_\_\_\_\_)

Personally came before me this \_\_\_\_\_\_day of \_\_\_\_\_\_, 2024, the named, Barry Hottmann, Mayor, and Lauree Aulik, Clerk-Treasurer, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Print or Type Name:\_\_\_\_\_ Notary Public, State of \_\_\_\_\_ My Commission:\_\_\_\_\_

ADDITIONS AND DELETIONS:

has added information needed for its completion. The author may also have

revised the text of the

information as well as revisions to the standard

The author of this document

original AIA standard form.

An Additions and Deletions Report that notes added

form text is available from

This document has important

attorney is encouraged with

The parties should complete A101@-2017, Exhibit A,

contemporaneously with this Agreement. AIA Document A201®-2017, General

Conditions of the Contract

adopted in this document by

reference. Do not use with

other general conditions unless this document is

respect to its completion

the author and should be

legal consequences.

or modification.

Consultation with an

Insurance and Bonds,

for Construction, is

reviewed.

# DRAFT AIA Document A101° - 2017

## Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a Stipulated Sum

**AGREEMENT** made as of the « » day of « » in the year « » (*In words, indicate day, month and year.*)

**BETWEEN** the Owner: (*Name, legal status, address and other information*)

« City of Dodgeville »« »
« 100 East Fountain Street »
« Dodgeville, Wisconsin 53533 »
« »

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

« Joe Daniels Construction Co., Inc. »« » « 919 Applegate Road Madison, WI 53713 » « »

« »

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

« Dodgeville Public Library Addition and Renovation » « 139 South Iowa Street, Dodgeville, Wisconsin »

« 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 will occupy the entire existing building and add an addition which will feature a community center with library space and a relocated parking area.

»

The Architect:

(Name, legal status, address and other information)

« Hammel, Green and Abrahamson, Inc. (HGA) »« »
« 333 East Erie Street »
« Milwaukee, Wisconsin 53202 »
« »

The Owner and Contractor agree as follows.



modified.

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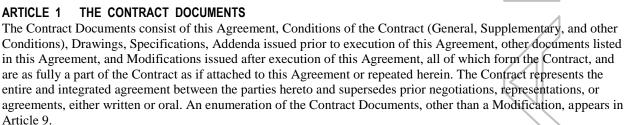
### TABLE OF ARTICLES

98

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- CONTRACT SUM 4
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 **ENUMERATION OF CONTRACT DOCUMENTS**

#### EXHIBIT A INSURANCE AND BONDS

#### **ARTICLE 1** THE CONTRACT DOCUMENTS



#### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

#### DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION ARTICLE 3

§ 3.1 The date of commencement of the Work shall be: (Check one of the following boxes.)

[ « » ] The date of this Agreement.

[ « » ] A date set forth in a notice to proceed issued by the Owner.

[ **« X »**] Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

#### « June 9, 2025 and following a written Notice to Proceed issued by Architect

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

#### § 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

#### « » Not later than « » ( « ») calendar days from the date of commencement of the Work.

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**( X »**] By the following date: « no later than September 21, 2026 »

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	(	Substantial Completion Date	
	fails to achieve Substantial Co as set forth in Section 4.5.	ompletion as provided in this S	ection 3.3, liquidated damages,
Contract. The Contract S	y the Contractor the Contract um shall be « <b>Six Million Sev</b>		Contractor's performance of the nousand Seven Hundred Sixty he Contract Documents.
<ul><li>§ 4.2 Alternates</li><li>§ 4.2.1 Alternates, if any,</li></ul>	included in the Contract Sun	1:	
Item		Price	
Alternate Nur	mber 5 – Irrigation System	-\$28,000	
execution of this Agreem (Insert below each altern	ent. Upon acceptance, the Ow	wing alternates may be accepted when shall issue a Modification <i>ust be met for the Owner to accepted</i>	to this Agreement. sept the alternate.)
ltem		Price	Conditions for Acceptance
§ <b>4.3</b> Allowances, if any, ( <i>Identify each allowance</i> . Item	included in the Contract Sum	n: Price	
<b>§ 4.4</b> Unit prices, if any: ( <i>Identify the item and sta</i>	te the unit price and quantity	limitations, if any, to which the	unit price will be applicable.)
Item		Units and Limitations	Price per Unit (\$0.00)
§ 4.5 Liquidated damage. (Insert terms and condition	s, if any: ons for liquidated damages, if	f any.)	

« Contractor and Owner recognize that time is of the essence for Substantial Completion and that Owner will suffer financial loss if the Work is not completed within the time specified in § 3.3.1 above. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner \$\_5,000.00 for each day that expires after the time specified in § 3.3.1 above for Substantial Completion until the Work is substantially complete. »

#### § 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

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#### ARTICLE 5 PAYMENTS

#### § 5.1 Progress Payments

**§ 5.1.1** Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

#### « »

**§ 5.1.3** Provided that an Application for Payment is received by the Architect not later than the 15th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 15th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than 30days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

**§ 5.1.4** Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

**§ 5.1.5** Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201<sup>™</sup>–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
  - **.2** The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
  - .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
  - .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
  - .5 Retainage withheld pursuant to Section 5.1.7.

#### § 5.1.7 Retainage

**§ 5.1.7.1** For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

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« 5% retainage to be withheld until 98% complete »

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

« »

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

« Release of retainage at 98% completion »

**§ 5.1.7.3** Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

« »

**§ 5.1.8** If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

#### § 5.2 Final Payment

**§ 5.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

#### § 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

#### « » % « »

#### ARTICLE 6 DISPUTE RESOLUTION

## § 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. (If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

« » « »

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<sup>« »</sup> 

#### « » « »

#### § 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[ « X »] Arbitration pursuant to Section 15.4 of AIA Document A201–2017
 [ « »] Litigation in a court of competent jurisdiction
 [ « »] Other (Specify)
 « »

If the Owner and Contractor 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, Claims will be resolved by litigation in a court of competent jurisdiction.

## ARTICLE 7 TERMINATION OR SUSPENSION

**§ 7.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

**§ 7.1.1** If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows: (*Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.*)

« »

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**§ 8.2** The Owner's representative: (*Name, address, email address, and other information*)

« Carrie Portz, Library Director 139 S Iowa Street Dodgeville WI 53533 608-935-3728

dpldirector@swls.org »

« »

« » « »

« »

« »

**§ 8.3** The Contractor's representative: (*Name, address, email address, and other information*)

« » « »

« »

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§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

#### § 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101<sup>TM</sup>-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101<sup>TM</sup>-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

« »

#### § 8.7 Other provisions:

« »

#### **ARTICLE 9** ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- AIA Document A101<sup>TM</sup>–2017, Standard Form of Agreement Between Owner and Contractor .1
- .2 AIA Document A101<sup>TM</sup>-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201<sup>™</sup>–2017, General Conditions of the Contract for Construction

#### .5 Drawings

Number	Title	Date
3757-004-00	Dodgeville Public	3/21/2025
	Library - Renovation	

#### **Project Manual** .6

.7

Number	Title	Date Pages
3757-004-00	Dodgeville Public	3/21/2025 1402
	Library Addition &	
	Renovation	
Addenda, if any: Number	Date	Pages
	<b>Date</b> 4/11/2025	Pages
Number		-
Number Addendum 1	4/11/2025	14
Number Addendum 1 Addendum 2	4/11/2025 4/18/2025	14 28

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[« »] AIA Document E204<sup>TM</sup>–2017, Sustainable Projects Exhibit, dated as indicated below: (Insert the date of the E204-2017 incorporated into this Agreement.)

	« »				
	[ « » ] The Sustainability Plan:				
	Title	Date	Pages		
	[ <b>« X »</b> ] Supplementary and other Condit	ions of the Contract:	Π		
	Document	Title	Date Pages		
	Wisconsin Flexible Facilities Program (FFP) Project, Contract Terms & Conditions	Wisconsin Flexible Facilities Program (FFP) Project, Contract Terms & Conditions	2024-12-11		
<ul> <li>Other documents, if any, listed below: (List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201<sup>™</sup>-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)</li> </ul>					
	« »				
This Agreem	ent entered into as of the day and year first	written above.			
OWNER (S	Signature)	<b>CONTRACTOR</b> (Signal	ture)		
	Hottmann, ty of Dodgeville, Wisconsin »	« »« »			
(Printed name and title) (Printed name and title)					

# DRAFT AIA Document A101° - 2017 Exhibit A

# Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the « » day of « » in the year « » (*In words, indicate day, month and year.*)

for the following **PROJECT**: (*Name and location or address*)

« Dodgeville Public Library Addition and Renovation »
 « 139 South Iowa
 Dodgeville, Wisconsin.
 « »

#### THE OWNER:

(Name, legal status and address)

« CITY OF DODGEVILLE »
« 100 East Fountain Street »
« Dodgeville, Wisconsin 53533 »« »
« »

## THE CONTRACTOR:

(Name, legal status and address)

« Joe Daniels Construction Co., Inc.
 919 Applegate Road
 Madison, WI 53713 »
 « »

## TABLE OF ARTICLES

- A.1 GENERAL
- A.2 OWNER'S INSURANCE
- A.3 CONTRACTOR'S INSURANCE AND BONDS
- A.4 SPECIAL TERMS AND CONDITIONS

## ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201<sup>TM</sup>–2017, General Conditions of the Contract for Construction.

## ARTICLE A.2 OWNER'S INSURANCE

## § A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section

#### 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.

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

This document is intended to be used in conjunction with AIA Document A201®-2017, General Conditions of the Contract for Construction. Article 11 of A201®-2017 contains additional insurance provisions.



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A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

#### § A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

#### § A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

**§** A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss

Sub-Limit

**§** A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows: (*Indicate below type of coverage and any applicable sub-limit for specific required coverages.*)

Coverage	Sub-Limit	

**§** A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

**§** A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

## § A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of

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the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

#### § A.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

- [ « »] § A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.
  - « »
- [«»] § A.2.4.2 Ordinance or Law Insurance, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.
  - « »
- § A.2.4.3 Expediting Cost Insurance, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.
  - « »
- (« ») § A.2.4.4 Extra Expense Insurance, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

« »

(« ») § A.2.4.5 Civil Authority Insurance, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

« »

[«»] § A.2.4.6 Ingress/Egress Insurance, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

« »

(« ») § A.2.4.7 Soft Costs Insurance, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

<sup>« »</sup> 

## § A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to *the description(s) of selected insurance.)* 

( « » ) § A.2.5.1 Cyber Security Insurance for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. (Indicate applicable limits of coverage or other conditions in the fill point below.)

« »

#### § A.2.5.2 Other Insurance ( « »

(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits	

#### ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

#### § A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or selfinsured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

## § A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below: (If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

« »

#### § A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than \$1,000,000) each occurrence, \$3,000,000 general aggregate, and \$2,000,000 aggregate for productscompleted operations hazard, providing coverage for claims including

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- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

**§ A.3.2.2.2** The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

**§ A.3.2.3** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than \$1,000,000 per accident, 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.

**§ A.3.2.4** The Contractor 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 insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, 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.

§ A.3.2.5 Workers' Compensation at statutory limits.

**§ A.3.2.6** Employers' Liability with policy limits not less than \$500,000 each accident, \$500,000 each employee, and \$500,000 policy limit.

**§ A.3.2.7** Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

**§ A.3.2.8** If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than \$5,000,000 per claim and \$5,000,000 in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than  $\ll \gg$  (\$  $\ll \gg$ ) per claim and  $\ll \gg$  (\$  $\ll \gg$ ) in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than  $\ll \gg$  (\$  $\ll \gg$ ) per claim and  $\ll \gg$  (\$  $\ll \gg$ ) in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than  $\ll \gg$  (\$  $\ll \gg$ ) per claim and  $\ll \gg$  (\$  $\ll \gg$ ) in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than  $\ll \gg$  (\$  $\ll \gg$ ) per claim and  $\ll \gg$  (\$  $\ll \gg$ ) in the aggregate.

#### § A.3.3 Contractor's Other Insurance Coverage

**§ A.3.3.1** Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below: (*If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.*)

« »

**§ A.3.3.2** The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

[« »] § A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below: *(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below.* Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the proceeds of property insurance in accordance with Article 11 of the responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the proceeds of property insurance in accordance with Article 11 of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

« »

- [ « »] § A.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than « » (\$ « » ) per claim and « » (\$ « » ) in the aggregate, for Work within fifty (50) feet of railroad property.
- [ « »] § A.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than « » (\$ « » ) per claim and « » (\$ « » ) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.
- [ « » ] § A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the

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construction site on an "all-risks" completed value form.

[ « »] § A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

#### [« »] § A.3.3.2.6 Other Insurance

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits			
§ A.3.4 Performance Bond and Payment Bond The Contractor shall provide surety bonds, from a con in the jurisdiction where the Project is located, as follo (Specify type and penal sum of bonds.)		to issue surety bonds		
Туре	Penal Sum (\$0.00)			
Payment Bond	\$6,771,760.00	11 11		
Performance Bond	\$6,771,760.00			
Payment and Performance Bonds shall be AIA Document A312 <sup>™</sup> , Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312 <sup>™</sup> , current as of the date of this Agreement. <b>ARTICLE A.4</b> SPECIAL TERMS AND CONDITIONS Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:				

« »



## CONTINGENCY USE AUTHORIZATION FORM DODGEVILLE ADMIN BUILDING – 850 410 E Leffler St. Dodgeville, WI 53533 Date: 5/21/2025

**To:** Barry Hottmann, City of Dodgeville **From:** Daniels Construction **Subject:** Contingency Use Authorization – Change Order Request

# SECTION 1: PROJECT CONTINGENCY SUMMARY

Item	Amount
Original Contingency Balance	\$73,841.00
Approved Contingency Usage to Date	\$0.00
Pending Contingency Items (Not Yet Approved)	\$0.00
Amount This Request	\$0.00
Remaining Contingency Balance (Excl. Pending Items)	\$73,841.00

# **SECTION 2: CURRENT CHANGE ORDER REQUEST**

## Change Order Number: [CO-#] Amount Requested: \$[Insert Amount]

## **Description of Change:**

[Brief summary of the scope, reason for the change, and justification for using contingency funds.]

## Impact (if any):

- Schedule Impact: [Yes/No] [Insert Details]
- Other Considerations: [Insert Notes, if applicable]





## **SECTION 3: AUTHORIZATION**

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

## **OWNER APPROVAL**

Name:	
Title:	
Signature:	
Date:	

GC ACKNOWLEDGMENT		
Name:		
Title:		
Signature:		
Date:		



#### ORDINANCE NO. \_2025-08\_\_

## ORDINANCE ADOPTING AN AMENDMENT TO THE COMPREHENSIVE PLAN FOR THE CITY OF DODGEVILLE, IOWA COUNTY, WISCONSIN

THE COMMON COUNCIL OF THE CITY OF DODGEVILLE, IOWA COUNTY, WISCONSIN, DO ORDAIN AS FOLLOWS:

**SECTION 1**. Pursuant to Section(s) 62.23 of the Wisconsin Statutes, the City of Dodgeville is authorized to prepare and adopt a comprehensive plan as defined in Sections 66.1001(1)(a) and 66.1001(2) of the Wisconsin Statutes.

**SECTION 2**. The Common Council, by the enactment of an ordinance, formally adopted the document titled City of Dodgeville Comprehensive Plan as the City's comprehensive plan on April 6, 2005, and said Plan was amended most recently by the enactment of an ordinance on April 16, 2024.

**SECTION 3**. The Plan Commission, by a majority vote of the entire Commission at a meeting held on Thursday, May 29, 2025, by resolution, recommended to the Common Council the adoption of an ordinance to amend the comprehensive plan for the purpose of amending the Future Land Use Map as required under Wis. Stat. sec. 66.1001(2)(i).

**SECTION 4**. The City published a Class 1 public notice and held a public hearing regarding the plan amendment.

**SECTION 5**. The Common Council of the City of Dodgeville, Wisconsin hereby adopts the proposed plan amendment, specifically, the Future Land Use Map, as recommended to this Council by the Plan Commission.

**SECTION 6**. The City Clerk is directed to send a copy of this ordinance and the plan amendment to the parties listed in Section 66.1001(4)(b) of the Wisconsin Statutes.

**SECTION 7**. This Ordinance shall take effect upon passage by a majority vote of the full membership of the Common Council and publication as required by law.

Adopted and approved this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

Barry Hottmann, Mayor

Attest: \_\_\_\_\_\_Lauree Aulik, City Clerk

Date adopted: _	
Date recorded:	
Date published:	
Effective date:	

# **Dodgeville Police Department**

111 W Merrimac ST Dodgeville, WI 53533 Incident Repor

Section VI. Item #22.

Case Number:

Phone: (608) 935-3238

Date/Time Reported	Nature of Incident		Case Status	
05/29/2025 11:06 am	License - Alcohol Beverage		Closed	
Date/Time Occurred		Case Outcome/Disposition		
05/28/2025 11:06 AM t	o 05/28/2025 5:00 PM	Closed		
Location of Incident				
Dodgeville City Hall, 10	0 E Fountain ST, Dodgeville W	I 53533		
Assigned Units			Assign ,	Arrive Clear
Assigned	Chief Brandon E Wilhelm	DPD	11:06	
Applicant				
Dino's, 110 N Diagonal ST , Dodgeville, WI 53533 Phone: (608) 935-9380				
Applicant				
Bob's Bitchin' BBQ, 167 N Iowa ST, Dodgeville, WI 53533 Phone: (608) 513-9493				

## Report Notes

## EXTENSION OF PREMISES

The following businesses/operators, making a written application or renewal application for an extension of premises have provided information that is consistent with those courts and police records inspected and reviewed by the Dodgeville Police Department and its employees.

Bob's Bitchin BBQ Dino's

The Chief of Police has conducted an on-site inspection at the location of the license described on the application and reviewed any associated documentation describing said premises. The inspection revealed compliance with the requirement of law.

The report to the Common Council recommended approval for the application or license holders as the records provide no justification for law enforcement denial.

Officer Signature	Date	Further Investigation
Supervisor Signature	Date	

# **Dodgeville Police Department**

111 W Merrimac ST

Incident Repor Section VI. Item #23.

Case Number:

Dodgeville, WI 53533	Phone:	(608) 935-3238			
Date/Time Reported	Nature of Incident		Case State	us	
05/29/2025 9:50 am	License - Alcohol Beverage		Closed	1	
Date/Time Occurred 05/28/2025 9:50 AM to	05/28/2025 5:00 PM	Case Outcome/Disposition			
Location of Incident	troota Dodgovillo W/I 53533				
City of Dodgeville, All S	treets, Dodgeville WI 53533				
Assigned Units			Assign	Arrive	Clear
Assigned	Chief Brandon E Wilhelm	DPD	9:50		
Applicant					
Kwik Trip (North) #340, 1	122 N Bequette ST , Dodgeville, W	/I 53533 Phone: (608) 930-2200			
Applicant					
Kwik Trip (South)#765, 1	15 S Iowa ST , Dodgeville, WI 535	33 Phone: (608) 935-9484			
Applicant					
Dino's, 110 N Diagonal ST	Г, Dodgeville, WI 53533 Phone: (6	608) 935-9380			
Applicant					
Jeffrey's Tavern, 113 E C	hapel ST Apt. , Dodgeville, WI 535	i33 Phone: (608) 935-3078			
Applicant					
Red Room Tavern, 108 E	Merrimac ST , Dodgeville, WI 535	33 Phone: (608) 935-7108			
Applicant					
Piggly Wiggly, 316 W Spi	ring ST Springate Mall, Dodgeville,	WI 53533 Phone: (608) 935-2366			
Applicant					
Walgreens #10962, 1133 N Johns ST , DODGEVILLE, WI 53533 Phone: (608) 935-2041					
Applicant					
New Horizons / Mr. T's Easy Stop, 101 CTH YZ STH 23, Dodgeville, WI 53533 Phone: (608) 935-3190					
Applicant					
Dean's Liquor and Bait, 205 CTH YZ, DODGEVILLE, WI 53533 Phone: (608) 930-8880					
Applicant					
Wal-Mart #0847, 601 E Leffler ST , Dodgeville, WI 53533 Phone: (608) 935-2723					
Applicant					
Bob's Bitchin' BBQ, 167 N Iowa ST, Dodgeville, WI 53533 Phone: (608) 513-9493					

## Applicant

Cathryn's Market, 206 N Iowa ST , Dodgeville, WI 53533 Phone: (608) 930-2777

#### Applicant

Pizza Hut, 1410 N Johns ST , Dodgeville, WI 53533 Phone: (608) 935-2300

#### Applicant

Dodger Bowl, 321 W King ST , Dodgeville, WI 53533 Phone: (608) 935-2595

#### **Report Notes**

INFORMATION

The following businesses/operators, making a written application or renewal application for a retail alcohol beverage license, have provided information that is consistent with those courts and police records inspected and reviewed by the Dodgeville Police Department and its employees.

Piggly Wiggly- Class A Beer Class A Liquor Walgreens- Class A Beer Class A Liquor Kwik Trip #340- Class A Beer Class A Liquor Kwik Trip #765- Class A Beer Class A Liquor New Horizons- Class A Beer Class A Liquor Deans Liquor- Class A Beer Class A Liquor Walmart- Class A Beer Class A Liquor Bob's Bitchin BBQ- Class B Beer Class B Liquor Cathryn's Market- Class C (Wine) Class B Beer Pizza Hut- Class B- Beer Jeffrey's- Class B- Beer Dodger Bowl- Class B- Beer Class B-Liquor Red Room- Class B- Beer Class B-Liquor Dino's- Class B- Beer Class B-Liquor

The Chief of Police has conducted an on-site inspection at the location of the license described on the application. The inspection revealed compliance with the requirement of law. Any deviations from ordinance or applicable law appeared to be unintentional and recommendations were made for compliance.

The report to the Common Council recommended approval for the application or license holders as the records provide no justification for law enforcement denial.

Officer Signature Date Date Determined Further Investigation

Supervisor Signature

Date

# **Dodgeville Police Department**

## 111 W Merrimac ST Dodgeville, WI 53533

Phone: (608) 935-3238

Date/Time Reported	Nature of Incident	Case Status
05/29/2025 10:31 am	License - Cigarette/Tobacco	
Date/Time Occurred		Case Outcome/Disposition
05/28/2025 10:31 AM te	o 05/28/2025 5:00 PM	
Location of Incident		

## **Assigned Units**

	Assigned Chief Brandon E Wilhelm DPD 10:31
--	--

## Applicant

Kwik Trip (North) #340, 1122 N Bequette ST , Dodgeville, WI 53533 Phone: (608) 930-2200

### Applicant

Kwik Trip (South)#765, 115 S Iowa ST , Dodgeville, WI 53533 Phone: (608) 935-9484

#### Applicant

Walgreens #10962, 1133 N Johns ST , DODGEVILLE, WI 53533 Phone: (608) 935-2041

#### Applicant

Piggly Wiggly, 316 W Spring ST Springate Mall, Dodgeville, WI 53533 Phone: (608) 935-2366

#### Applicant

Dean's Liquor and Bait, 205 CTH YZ, DODGEVILLE, WI 53533 Phone: (608) 930-8880

#### Applicant

New Horizons / Mr. T's Easy Stop, 101 CTH YZ STH 23, Dodgeville, WI 53533 Phone: (608) 935-3190

#### **Report Notes**

#### INFORMATION

These agencies have made written application or renewal application for cigarette, tobacco & electronic vaping device retail license:

Kwik Trip #765 Kwik Trip #340 Walgreens #10962 Piggly Wiggly Supermarked #403 Dean's Liquor LLC New Horizon Supply Coop

The Chief of Police has conducted an on-site inspection at the location of the license described on the application. The inspection revealed compliance with the requirement of law. Any deviations from ordinance or applicable law appeared to be unintentional and recommendations were made for compliance.

The report to the Common Council recommended approval for the application or license holders as the

Incident Repor Case Number:

Assign

Arrive

Clear

records provide no	justification for	or law enf	orcement denial.
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## END OF REPORT

Officer Signature	Date	Further Investigation
Supervisor Signature	Date	