



AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

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

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

CITY OF DODGEVILLE
100 East Fountain Street
Dodgeville, Wisconsin 53533

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

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

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

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

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

§ 1.1.2 The Project's physical characteristics:

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

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

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

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

.1 Design phase milestone dates, if any:

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

.2 Construction commencement date:

June 9, 2025

.3 Substantial Completion date or dates:

September 1, 2026

.4 Other milestone dates:

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

Competitive bid

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

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

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

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

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

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

.1 Geotechnical Engineer:

.2 Site Survey:

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

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

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

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

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

.2 Mechanical Engineer:

.3 Electrical Engineer:

§ 1.1.11.2 Consultants retained under Supplemental Services:

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

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

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

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

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

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

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

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

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

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

§ 2.5.4 Workers' Compensation at statutory limits.

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

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

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

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

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

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

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

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

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

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

§ 3.2 Schematic Design Phase Services

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

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

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

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

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

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

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

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

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

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

§ 3.3 Design Development Phase Services

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

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

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

§ 3.4 Construction Documents Phase Services

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

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

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

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

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

§ 3.5 Procurement Phase Services

§ 3.5.1 General

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

§ 3.5.2 Competitive Bidding

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

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

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

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

§ 3.5.3 Negotiated Proposals

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

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

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

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

§ 3.6 Construction Phase Services

§ 3.6.1 General

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

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

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

§ 3.6.2 Evaluations of the Work

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

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

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

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

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

§ 3.6.3 Certificates for Payment to Contractor

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

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

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

§ 3.6.4 Submittals

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

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

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

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

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

§ 3.6.5 Changes in the Work

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

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

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

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

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

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

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

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

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

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

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

§ 4.1.2 Description of Supplemental Services

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 4.2 Architect's Additional Services

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

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

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

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

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

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

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

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

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

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 6 COST OF THE WORK

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

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

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

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

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

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

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

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

ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

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

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

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

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

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

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

§ 8.2 Mediation

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

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

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

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

(Check the appropriate box.)

☒ [X] Arbitration pursuant to Section 8.3 of this Agreement

☐ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

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

§ 8.3 Arbitration

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

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

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

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

§ 8.3.4 Consolidation or Joinder

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

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

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

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

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

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

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

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

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

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

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

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

ARTICLE 11 COMPENSATION

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

.1 Stipulated Sum
(Insert amount)

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

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

.2 Percentage Basis
(Insert percentage value)

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

.3 Other
(Describe the method of compensation)

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

Included in Section 11.1.

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

Civil Engineering as detailed in §4.1.2.1.2 on a Stipulated Sum basis in the amount of \$49,750.

Landscape Architecture as detailed in §4.1.2.1.3 on a Stipulated Sum basis in the amount of \$12,750

Telecommunications / Data Design as detailed in §4.1.2.1.6 on a Stipulated Sum basis in the amount of \$39,500

Furniture Design as detailed in §4.1.2.1.7 on a Stipulated Sum basis in the amount of \$59,500.

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

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

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

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

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

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

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

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

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

See Exhibit B attached hereto.

(Table deleted)

§ 11.8 Compensation for Reimbursable Expenses

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

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

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

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

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

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

§ 11.10.2 Progress Payments

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

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

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

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

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

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

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

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

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

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

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

(Paragraphs deleted)

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

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

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

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

OWNER *(Signature)*

(Printed name and title)

ARCHITECT *(Signature)*

Kevin Allebach
Vice President

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

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

For Prime Contractors and Subcontractors

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

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

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

1. **Uniform Cost Principles:** Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, other than such provisions as Treasury may determine are inapplicable to the FFP grant and associated contracts, and subject to such exceptions as may be otherwise provided by Treasury or DOA-DEHCR.
2. **Recipient Integrity and Performance Matters:** Recipient Integrity and Performance Matters pursuant to which the award term set forth in 2 CFR Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
3. **Conflict of Interest Restrictions:** Conflict of interest restrictions and requirements in accordance with 2 CFR Part 200.112, 2 CFR Part 200.318 and 2 CFR Part 200.319(b).
2 CFR Part 200.112. All conflicts must be disclosed by the contractor to the owner of this contract prior to contract execution, and will be reported to Treasury, as deemed appropriate, by the State of Wisconsin.
2 CFR Part 200.318. Entities must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts. No employee, officer, agent, or board member with a real or apparent conflict of interest may participate in the selection, award, or administration of a contract supported by the Federal award. A conflict of interest includes when the employee, officer, agent, or board member, any member of their immediate family, their partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an entity considered for a contract. An employee, officer, agent, and board member of a grantee or subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors. However, the grantee or subrecipient may set standards for situations where the financial interest is not substantial or a gift is an unsolicited item of nominal value. The grantee's or subrecipient's standards of conduct must also provide for disciplinary actions to be applied for violations by its employees, officers, agents, or board members.
2 CFR Part 200.319(b). To ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids must be excluded from competing on those procurements.
4. **SAM.gov Debarment and Suspension:** OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement) through the System for Award Management ([SAM.gov](https://sam.gov) at <https://sam.gov/content/entity-information>), pursuant 2 CFR Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, subpart B) that the award is subject to 2 CFR Part 180 and Treasury's implementing regulation at 31 CFR Part 19.
5. **SAM.gov Records:** "Recipient Integrity and Performance Matters," pursuant to which the award term set forth in 2 CFR Part 200, Appendix XII to Part 200, hereby incorporated by reference, pertaining to entity records on [SAM.gov](https://sam.gov).

6. **Lobbying Restrictions and Disclosure of Lobbying Activities:** The new restrictions on lobbying per 31 CFR Part 21. The contractor is to comply with lobbying certification and lobbying disclosure requirements for the FFP project. If the amount of the award under this contract is greater than \$100,000.00, the contractor certifies that to the best of their knowledge and belief, that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [accessed at: <https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/disclosure.pdf>].
 - (c) The contractor shall require that the language of this certification be included in the contract award documents for all subawards at all tiers (including subcontracts and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.
- The certification in this contract is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
7. **Domestic Preference Expectation:** In accordance with the domestic preference provisions of [2 CFR Part 200.322](#), the contractor agrees, to the greatest extent practicable and consistent with law, to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
8. **Build America Buy America (BABA) Exemption (Conditional):** A general exemption has been granted by Treasury from the domestic preference requirements of [Executive Order 14005: Ensuring the Future is Made in All of America by All of America's Workers](#) (January 25, 2021) and the Build America Buy America Act ([2 CFR 184](#), enacted as part of the Infrastructure Investment and Jobs Act on November 15, 2021) for projects funded by the Treasury's Capital Projects Fund (CPF). They are not applicable to FFP projects unless otherwise triggered by another federal funding source for the CPF-funded project, which is specified in this contract.
9. **Consideration for Small Businesses, Women-Owned, Minority-Owned, and Disabled Veteran-Owned Businesses and Labor Surplus Area Firms:** The contractor and their subcontractors (all tiers) shall take all affirmative steps to ensure small businesses, woman-owned, minority-owned and disabled veteran-owned businesses, and labor surplus area firms are considered for sources of supplies and services in accordance with 2 CFR Part 200.321 and Department policy, and as defined below:
- **Small Business** – A business firm that matches the revenue and employment status of a small business in their industry, as specified in [13 CFR Part 121.101](#) and the [North American Industry Classification System \(NAICS\)](#). Registered small businesses may be found in directories available on the [U.S. Small Business Administration website](#).
 - **Minority-Owned Business Enterprise- (MBE)*** – A firm that is at least 51% owned, controlled, and actively managed by one or more members of an eligible minority group member; is a sole proprietorship, corporation, LLC, or joint ventures; is organized in a for profit basis and currently performing a useful business function; and is not held in trust. If the business is a subsidiary or affiliate, the parent company must be at least 51% owned by a minority or minority owners. Eligible racial ethnic categories include: American Indian, Asian-Indian, Asian-Pacific, Black, Eskimo or Aleut, Hispanic, and Native Hawaiian [[Wis. Stat. § 16.287\(1\)](#) and [Wis. Admin. Code §§ 84.01\(29\)\(a-e\)](#)].
 - **Women-Owned Business Enterprise (WBE)*** – A firm that is at least 51% owned, controlled, and actively managed by one or more women; is a sole proprietorship, corporation, LLC, or joint ventures; is organized in a for profit basis and currently performing a useful business function; and if held in trust, it must be a woman or women as the owner, beneficiary, and trustee of the trust. If the business is a subsidiary or affiliate, the parent company must be at least 51% owned by a woman or women owners.

- **Disabled Veteran-Owned Business (DVB)*** – A firm that is at least 51% owned, controlled, and actively managed by one or more service-disabled veterans; is a sole proprietorship, corporation, LLC, or joint venture; is organized on a for-profit basis and currently performing a useful business function; and is not held in trust. If the business is a subsidiary or affiliate, the parent company must be at least 51% owned by a service-disabled veteran owner or service-disabled veteran owners. The headquarters must be located in Wisconsin. A disabled veteran is defined as having a Certificate of Release or Discharge from Active Duty (Form DD214); being a resident of Wisconsin; having a Disability Rating of at least 0% with the Department of Veterans Affairs or an Armed Services Branch [*Wis. Stat. § 16.283(1)(b)* and *Wis. Admin. Code § 82.22*].
- **Labor Surplus Area Firm** – A business that operates in a “labor surplus area” as designated by the U.S. Department of Labor (USDOL). USDOL publishes a list of LSAs on a fiscal year basis on the [USDOL Labor Surplus Area website](https://www.dol.gov/agencies/eta/lsa) [<https://www.dol.gov/agencies/eta/lsa>].

*A directory of MBE, WBE and DVB firms may be accessed on the [Wisconsin Supplier Diversity Program](https://supplierdiversity.wi.gov/Pages/Home.aspx) website [<https://supplierdiversity.wi.gov/Pages/Home.aspx>].

10. **Drug-Free Workplace:** The Government-wide Requirements for Drug-Free Workplace, 31 CFR Part 20 is hereby incorporated by reference.
11. **Environmental Laws:** Generally applicable federal environmental laws and regulations, as summarized in DOA – DEHCR’s [FFP Environmental Report Template](#).
12. **Solid Waste Disposal Act:** Pursuant to 2 CFR Part 200.323, the contractor represents and warrants that in its performance under the Agreement, contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
13. **Clean Air Act:** If the contractor’s prime contract or subcontract for the FFP project is in excess of \$150,000, the contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387) and agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with the FFP Grant Award. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
14. **Protections for Whistleblowers:**
 - (a) In accordance with 41 U.S.C. § 4712, contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
 - (b) The list of persons and entities referenced in the paragraph above includes the following:
 - 1) A member of Congress or a representative of a committee of Congress;
 - 2) An Inspector General;
 - 3) The Government Accountability Office;
 - 4) A Treasury employee responsible for contract or grant oversight or management;
 - 5) An authorized official of the Department of Justice or other law enforcement agency;
 - 6) A court or grand jury; or
 - 7) A management official or other employee of Grantee or DOA – DEHCR, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

(c) Grantee shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

15. **Encouraging Seat Belt Use:** To promote increasing seat belt use in the United States and pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), contractors are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
16. **Reducing Text Messaging While Driving:** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and Grantee should establish workplace safety policies to decrease accidents caused by distracted drivers.
17. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment:** The FFP funds may not be used to procure or obtain any covered telecommunication and video surveillance services or equipment as described in 2 CFR Part 200.216, including covered telecommunication and video surveillance services or equipment provided or produced by entities owned or controlled by the People's Republic of China and telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
18. **Publications:** Any publications produced with funds from this contract award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number CFDA # 21.029, awarded to [name of FFP project grantee] via the Wisconsin Department of Administration by the U.S. Department of the Treasury."
19. **Assurances with Compliance with Civil Rights Requirements:** The following equal opportunity and Civil Rights compliance laws for which the associated requirements apply to FFP project contracts:
 1. Executive Order 13160
 2. Federal Coordination And Compliance Section (justice.gov)
 3. Executive Order 12250
 4. Civil Rights Division | Executive Order 12250 (justice.gov)
 5. Executive Order 13166
 6. Civil Rights Division | Executive Order 13166 (justice.gov)
 7. Title VI of the Civil Rights Act of 1964
 8. Title IX of the Education Amendments of 1972
 9. Section 504 of the Rehabilitation Act of 1973
 10. Age Discrimination Act of 1975

(a) As a condition of receipt of federal funding under this contract, the contractor provides the following assurances with respect to the fulfillment of the contract:

- 1) **Title VI of the Civil Rights Act of 1964.** The contractor will ensure its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
- 2) **Executive Order 13166 - Access to Services for Persons with Limited English Proficiency.** The contractor acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency" [<https://www.justice.gov/crt/executive-order-13166>], seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). The contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, contractor shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. The contractor understands and agrees that meaningful access may entail providing language

assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the contractor's programs, services, and activities.

- 3) **LEP Persons Consideration.** The contractor agrees to consider the need for language services for LEP persons when the contractor develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
- 4) **Civil Rights Act Contract Clause.** The contractor acknowledges and agrees that it must require any subcontractors, successors, transferees, and assignees to comply with assurances (1)-(3). above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between contractor and its subcontractors, successors, transferees, and assignees:

Civil Rights Act Subcontract Clause:

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

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

20. Equal Opportunity Contract Clause:

41 CFR Part 60-1.4(b) EQUAL OPPORTUNITY CLAUSE. [EO 11246, as amended by EO 11375]

Federally assisted construction contracts.

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

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

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without

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

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

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

The contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the

administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order.

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

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

[80 FR 54975, Sept. 11, 2015]

21. Labor – Mechanics & Laborers.

- (a) **Contract Work Hours and Safety Standards Act (CWHSSA):** Where applicable, all contracts awarded for this project financed in whole or in part with the grant award in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. § 3702 of the Contract Work Hours and Safety Standards Act (CWHSSA), each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
 - i. If such certification is not provided, a contractor must provide a project employment and local impact report detailing:
 - The number of contractors and sub-contractors working on the Project;
 - The number of employees on the Project hired directly and hired through a third party;
 - The wages and benefits of workers on the Project by classification; and
 - Whether those wages are at rates less than those prevailing (As determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the “Davis-Bacon Act”), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed).
- (b) **Davis-Bacon Act (DBA) Conditional Exemption:** Contractors and subcontractors are not subject to Davis-Bacon Act compliance requirements for the FFP project (per an exemption allowed by Treasury for projects funded by the Capital

Project Fund) unless DBA requirements are triggered by another funding source for the FFP project. If triggered by another funding source, the DBA requires contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, to pay their laborers and mechanics employed under the contract no less than the prevailing wages and fringe benefits for corresponding work on similar projects in the area, as established by the federal wage rates published on [SAM.gov](https://www.sam.gov).

- (c) **Copeland “Anti-Kickback” Act (40 U.S.C. 3145) Conditional Exemption:** FFP projects are not subject to Copeland “Anti-Kickback” Act compliance requirements unless the project is subject to the Davis-Bacon Act and Federal wages, if triggered by another funding source to the FFP project. The Copeland Act, as supplemented by the U.S. Department of Labor (USDOL) regulations ([29 CFR Part 3, Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States](#)), is only applicable to construction projects subject to the Federal wage standards (i.e., Davis-Bacon Act wage requirements). If DBA is triggered by another funding source for the FFP project, the Copeland Act is applicable. The Copeland Act provides that each contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The payroll reporting, monitoring, and recordkeeping specifications of [29 CFR Part 3](#) would apply.
- (d) **Fair Labor Practices - Fair Wages, Payroll Reporting, & Monitoring Requirements:** Competitive wages and payroll documentation are required for construction laborer and mechanic job classifications. The contractor agrees to ensure workers in a laborer or mechanic job classification are paid wages and benefits in accordance with the applicable provisions summarized as follows:
- 1) If the Davis-Bacon Acts (DBA) is deemed to apply to this contract for the FFP project as required by another funding source other than the Flexible Facilities Program funds (which are *not* subject to DBA compliance), then the contractor agrees to comply with all requirements of the DBA, Copeland Anti-Kickback, CWHSSA, and related laws for labor and wages.
 - 2) If DBA is confirmed to *not* apply to this contract for the FFP project, the contractor agrees to comply with the requirement of having fair labor practices and fair wages in accordance with the following FFP labor standards:
 - If the laborer or mechanic is a member of a collective bargaining agreement, the laborer or mechanic shall be paid wages and benefits in accordance with the collective bargaining agreement.
 - If the laborer or mechanic is not a member of a collective bargaining agreement, the laborer or mechanic is entitled to wages and benefits in accordance with whichever is the higher of:
 - Their regular hourly wage and fringe benefits rate for other similar work they perform for the contractor;
 - An hourly wage rate (including cash wage plus fringe benefits rate) not less than the wage rate specified in Federal [Executive Order 14026](#) for work performed on or in connection with covered federal contracts, which is an hourly rate totaling \$17.20 per hour as of January 1, 2024, per the [Notice of Rate Change for 2024](#); increasing to \$17.75 per hour starting January 1, 2025, per the [Notice of Rate Change for 2025](#); and subject to an annual inflation increase in 2026.
 - Apprentices shall be compensated according to the provisions of their Federal or State recognized apprenticeship documentation.
 - 3) The contractor agrees to provide payroll documentation for its employees and payroll documentation for its subcontractors’ employees working on the project to verify fair labor practices, including providing certified payroll records to the owner of this contract no later than **seven (7) days** after the conclusion of each payroll period for all pay periods in which their employees work on the FFP project. Records are to be submitted weekly or bi-weekly, depending on the contractor’s regular payroll cycle.

In accordance with the CWHSSA recordkeeping requirements specified on the [USDOL CWHSSA guidance](#), the payroll documentation will include the following:

- Contractor/employer company name;
- Payroll period dates;

- Employee names – for each laborer or mechanic working on the FFP project for construction (i.e., new construction, renovation, rehabilitation, expansion, demolition, and related infrastructure and equipment installation at the FFP project site)
- Each employee's unique identification (ID) number (the assigned employee ID number or last four digits of their social security number);
- Each employee's address
- Each employee's telephone number
- Each employee's job classification for work performed
- Number of hours each employee worked per day and total hours worked each week on the FFP project;
- Hourly rate of pay, including the hourly wage rate for straight-time (ST) hours (hours worked that total 40 and less during the work week) and overtime (OT) hours (hours worked over 40 in the work week);
- The total gross wages amount earned, and net wages amount paid to the employee after deductions;
- Hourly fringe benefits rates, including the hourly rate cash equivalent of each fringe benefit;
- Payroll deductions made for the pay period; and
- Additional payroll supporting documentation related to wages, fringe benefits plans and rates, records of payments made to employees and fringe benefits plans, and deductions (types, employee authorizations, etc.) on file, which must be provided upon request to the grantee, subrecipient, DOA, the U.S. Department of Treasury, and/or other state and federal agencies.

- (e) **Labor Standards Records Retention.** Contractors must maintain these records during the course of the work and for a period of three (3) years after all the work on the prime contract is completed. They also must be made available to the contracting agency (including Department of Treasury and the State of Wisconsin, FFP grantee and subrecipient, if applicable) and the Department of Labor upon request. [Note: Grantees must retain all records for the FFP project, including the contracting and payroll and related records collected from contractors for seven (7) years in accordance with the FFP requirements.]
22. **Termination Clauses in Contracts:** All contracts made by the contractor and owner of this contract under a federal award, as applicable must contain the contract provisions required under 2 CFR Part 200, Appendix II to Part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Specifically, contractor must ensure that all subcontracts in excess of \$10,000 address termination for cause and for convenience, including the manner by which it will be affected and the basis for settlement.
23. **Records and Inspection:** The contractor shall maintain records and financial documents sufficient to evidence compliance with the Treasury Capital Projects Fund Statute, the Uniform Guidance, this contract and the FFP. The grantee, subrecipient (if applicable), the State of Wisconsin, Treasury Office of Inspector General, the Government Accountability Office, Treasury, and their authorized representatives, shall have the right of access to records (electronic and otherwise) of the contractor related to the FFP grant in order to conduct inspections, audits or other investigations. This right also includes timely and reasonable access to the contractor's personnel for the purpose of interview and discussion related to such documents.
24. **General Compliance:** The contractor agrees to comply with the FFP, CPF Statute and the Guidance and all other applicable federal statutes, regulations, and executive orders, including but not limited to applicable statutes and regulations prohibiting discrimination in programs receiving federal financial assistance and all applicable federal environmental laws and regulations, and the contractor shall provide for such compliance in any agreements it enters into with other parties relating to the FFP project.
25. **False Statements:** The contractor understands that making false statements or claims in connection with this contract is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

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

Design Development Construction Cost Model

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

Design Development Construction Cost Model

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

Design Development Construction Cost Model

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

Design Development Construction Cost Model

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

Design Development Construction Cost Model

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

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

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

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PAGE 1

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

...

CITY OF DODGEVILLE
100 East Fountain Street
Dodgeville, Wisconsin 53533

...

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

...

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

PAGE 2

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

PAGE 3

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

...

June 9, 2025

...

September 1, 2026

...

Competitive bid

...

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

PAGE 4

.2 Civil Engineer: Site Survey:

...

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

PAGE 5

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

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

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

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

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

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

...

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

...

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

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

...

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

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

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

PAGE 11

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

...

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

...

§ 4.1.1.6	Building Information Model management responsibilities	<u>Architect; Basic Services</u>
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...

§ 4.1.1.8	Civil engineering	<u>Architect; Additional Services</u>
§ 4.1.1.9	Landscape design	<u>Architect; Additional Services</u>
§ 4.1.1.10	Architectural interior design	<u>Architect; Basic Services</u>

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§ 4.1.1.15	As-designed record drawings	<u>Architect; Basic Services</u>
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...

§ 4.1.1.21	Telecommunications/data design	<u>Architect; Additional Services</u>
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...

§ 4.1.1.28	Furniture, furnishings, and equipment design	<u>Architect; Additional Services</u>
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...

§ 4.1.1.31	Audio-Visual Design	<u>Architect; Additional Services</u>
§ 4.1.1.32	Multiple Bid Packages	

...

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

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

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

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

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

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

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

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

PAGE 14

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

...

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

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

PAGE 15

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

...

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

...

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

PAGE 16

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

PAGE 17

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

...

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

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[X] Arbitration pursuant to Section 8.3 of this Agreement

PAGE 20

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

...

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

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

...

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

PAGE 21

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

...

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

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

PAGE 22

Included in Section 11.1.

...

Civil Engineering as detailed in §4.1.2.1.2 on a Stipulated Sum basis in the amount of \$49,750.

Landscape Architecture as detailed in §4.1.2.1.3 on a Stipulated Sum basis in the amount of \$12,750

Telecommunications / Data Design as detailed in §4.1.2.1.6 on a Stipulated Sum basis in the amount of \$39,500

Furniture Design as detailed in §4.1.2.1.7 on a Stipulated Sum basis in the amount of \$59,500.

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

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

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

...

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

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

...

See Exhibit B attached hereto.

Employee or Category

Rate (\$0.00)

...

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

...

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

...

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

PAGE 24

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

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

...

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

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

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

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

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

...

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

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

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☒ Other Exhibits incorporated into this Agreement:

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

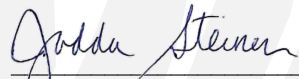
...

Kevin Allebach
Vice President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

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


(Signed)

HGA Contracts Administrator
(Title)

April 14, 2025
(Dated)