



AIA® Document B133® – 2019

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

AGREEMENT made as of the Twenty-ninth day of May in the year Two Thousand Twenty-five
(In words, indicate day, month and year.)

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

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

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

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

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

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

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

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

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

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

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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.)

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

§ 1.1.2 The Project's physical characteristics:

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

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

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

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

To be determined.

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

.1 Design phase milestone dates, if any:

Design completed early April (Phase I and Phase II)

.2 Construction commencement date:

April 2025

.3 Substantial Completion date or dates:

August 2025

.4 Other milestone dates:

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

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

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:
(List number and type of bid/procurement packages.)

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

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

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

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

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

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

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

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

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

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

- .2 Land Surveyor:

N/A

- .3 Geotechnical Engineer:

N/A

- .4 Civil Engineer:

N/A

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

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

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

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

§ 1.1.12.1 Consultants retained under Basic Services:

- .1 Structural Engineer:

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

- .2 Mechanical Engineer:

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

.3 Electrical Engineer:

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

§ 1.1.12.2 Consultants retained under Supplemental Services:

None.

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

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

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

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

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

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

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

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

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(Paragraph deleted)

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

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

§ 2.6.2 Automobile Liability covering vehicles owned by the Architect and non-owned vehicles used by the Architect with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) per claim and in the aggregate for bodily injury and property damage along with any other statutorily required automobile coverage.

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

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

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

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

(Paragraphs deleted)

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

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

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

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

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction

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Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

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

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

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

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

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

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

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

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

§ 3.3 Schematic Design Phase Services – See Exhibit D

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

§ 3.3.2 The Architect shall prepare a preliminary review of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

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

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

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

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

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

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

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

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

§ 3.4 Design Development Phase Services

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

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

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

§ 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the

Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

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

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

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

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

§ 3.6 Construction Phase Services

§ 3.6.1 General

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

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

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

§ 3.6.2 Evaluations of the Work

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

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or

completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

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

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

§ 3.6.3 Certificates for Payment to Construction Manager

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

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

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

§ 3.6.4 Submittals

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

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

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction

Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

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

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

§ 3.6.5 Changes in the Work

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

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

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

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

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

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

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's

responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

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

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

§ 4.1.2 Description of Supplemental Services

§ 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.)

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

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

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

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

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

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

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

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

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

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

4.1.1.2 Programming – Owner has already provided a basic description of Program as is described in Section 1.1.1.

4.1.1.13 Cost estimating – Owner will provide budget estimates through the Construction Manager. Architect and Owner shall be entitled to rely upon their work.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

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 recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect;
- .12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .13 Services necessitated by the Owner's delay in engaging the Construction Manager;
- .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and
- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.

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

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

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

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 Six (6) visits to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion
- .5 One (1) inspection by the Mechanical and Electrical Engineers for final review of all systems.

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

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

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

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

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

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

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

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

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

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

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

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

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

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

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

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

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

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

ARTICLE 6 COST OF THE WORK

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

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

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

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

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

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

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

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

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

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

ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

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

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

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

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

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

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

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

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

§ 8.2 Mediation

§ 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.)

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☒ Litigation in a state court in Sauk County, Wisconsin, or Federal court in Dane County, Wisconsin, provided such venues are allowed by the laws of the state where the Project is located
- ☐ Other: (Specify)

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

§ 8.3 Arbitration – Intentionally Deleted

(Paragraphs deleted)

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

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

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

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

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

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

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

.1 Termination Fee:

To be determined later by mutual agreement.

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

To be determined later by mutual agreement.

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

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

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

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

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

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

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific

information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

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

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

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

ARTICLE 11 COMPENSATION

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

- .1 Stipulated Sum
(Insert amount)

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

(Paragraphs deleted)

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

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

To be determined later by mutual agreement.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

To be determined later by mutual agreement.

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

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

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

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

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

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

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

See Exhibit B.

Employee or Category	Rate (\$0.00)
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§ 11.8 Compensation for Reimbursable Expenses

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

- .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 Ten percent (10 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

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

§ 11.10.2 Progress Payments

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

(Insert rate of monthly or annual interest agreed upon.)

10 % per annum

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

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

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.)

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

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

- .3 Exhibits:

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

- ☐ AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition dated as indicated below.
(Insert the date of the E234-2019 incorporated into this agreement.)

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

Exhibit A – ADCI Certificate of Insurance

Exhibit B – ADCI Standard Fee Schedule

Exhibit C – Schematic Design Drawings for project scope reference.

Exhibit D – Schematic Design Proposal 12/02/2024, Amendment No. 1 Construction Design Proposal 01/16/2025, Amendment No. 2 – Mechanical/Structural modification 03/03/2025.

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

None

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

OWNER (Signature)

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

ARCHITECT (Signature)

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

Attested by:

Lauree Aulik
Clerk/Treasurer
City of Dodgeville

AIA[®] Document E202[™] – 2022

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

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

(Name and location or address of the Project)

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

TABLE OF ARTICLES

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ARTICLE 1 GENERAL PROVISIONS

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

§ 1.2 Definitions

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

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

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

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

ADDITIONS AND DELETIONS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2 MODEL USES, SHARING, AND RELIANCE

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

§ 2.2 Model Uses

§ 2.2.1 The Project Participants shall develop Models on the Project for the following uses:

(Check all of the boxes for Model Uses that may apply on the Project and describe the selected uses.)

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

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

☒ § 2.2.1.2 **Design** *(Examples include design authoring, design review, 3D coordination, structural*

Init.

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

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

- ☒ § 2.2.1.3 Construction Management (Examples include preconstruction activities, scheduling, cost estimating, value engineering, and constructability):

Drawing updates during construction (RFIs, Revisions).

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

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

- ☐ § 2.2.1.6 Other:

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

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

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

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

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

Model Portion	Model Author	Sharing Tier	
		Tier One	Tier Two
(List each Model Portion, designated by discipline, trade, area, location, phase, or other description)	(List the Model Author for each Model Portion)	(Designate a single Sharing Tier for each Model Portion)	
Architectural	Architect	X	
Interior Design	Architect	X	
Structural	Structural Engineer	X	
Mechanical	Mechanical Engineer	X	
Electrical	Electrical Engineer	X	

§ 2.4.1 Default Sharing Protocols

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

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

§ 2.4.2 Changing or Replacing a Model Version

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

§ 2.5 Model Reliance

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

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

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

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

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

ARTICLE 3 BIM EXECUTION PLAN

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

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

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

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

☒ AIA Document G203™-2022 BIM Execution Plan, with G204™-2022 Model Element Table

☐ AIA Document G203™-2022 BIM Execution Plan, with a custom model element table

- [] Other, in accordance with Section 3.2.1 below:
(Identify and describe the BIM Execution Plan and model element table, if applicable, to be used.)

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 4 LEVELS OF DEVELOPMENT

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

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

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

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

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

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

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

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

ARTICLE 5 NON-BIM DIGITAL DATA

§ 5.1 For the creation, storage, management, archiving, and sharing of Digital Data other than Models, the Project Participants will each use their own protocols, except as noted below or as set forth in Article 6:

(If the Parties intend to follow joint protocols for the creation, storage, management, archiving, and sharing of Digital Data other than Models, then describe those joint protocols below.)

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

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

ARTICLE 6 OWNERSHIP, SHARING, AND SECURITY OF DIGITAL DATA

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

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

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

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

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

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

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

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

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

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

ARTICLE 7 INSURANCE FOR BIM AND DIGITAL DATA RISKS

§ 7.1 In addition to those insurance requirements set forth in the Agreement, all Project Participants developing or using Models or Digital Data shall purchase and maintain the following insurance coverages:

(List below any insurance coverage to be provided by all, or certain, Project Participants developing or using Models or Digital Data.)

Coverage	Limits
None noted	

ARTICLE 8 OTHER TERMS AND CONDITIONS

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

None noted.

§ 8.2 This Exhibit is comprised of the following documents:

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

Exhibit A Project Digital Data Acceptable Use Policy

E202 / E401-2022 Exhibit A

Project Digital Data Acceptable Use Policy

Overview

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

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

Policy General Use

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

Security and Proprietary Information

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

Unacceptable Use

System and Network Activities

The following activities are strictly prohibited:

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

Email and Communications Activities

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

E202 / E401-2022 Exhibit A

Project Digital Data Acceptable Use Policy

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



Exhibit A

CERTIFICATE OF LIABILITY INSURANCE

ARCHDES-01

KHOVLAND

DATE (MM/DD/YYYY)

10/28/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hausmann Group, Inc. 740 Regent Street 4th Floor PO Box 259408 Madison, WI 53725-9408	CONTACT NAME: commercial@myhaus.com	
	PHONE (A/C, No, Ext): (608) 257-3795	FAX (A/C, No): (608) 257-4324
INSURED Architectural Design 30 Wisconsin Dells Pkwy Lake Delton, WI 53940	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Cincinnati Insurance Company	
	INSURER B: Miscellaneous	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		
NAIC #		
10677		
NONE		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			EPP0285528	11/1/2023	11/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			EBA0285528	11/1/2024	11/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			EPP0285528	11/1/2023	11/1/2026	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	EWCO46368907	11/1/2024	11/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liabili			PROVAE000009000	7/1/2024	7/1/2025	Limit 5,000,000
B	Professional Liabili			PROVAE000009000	7/1/2024	7/1/2025	Retention 150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Master Certificate

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Exhibit B

ARCHITECTURAL DESIGN CONSULTANTS, INC. 2025 STANDARD FEE SCHEDULE

Professional and Technical Staff

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

Reimbursable Expenses

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

Other Terms and Conditions

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

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

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

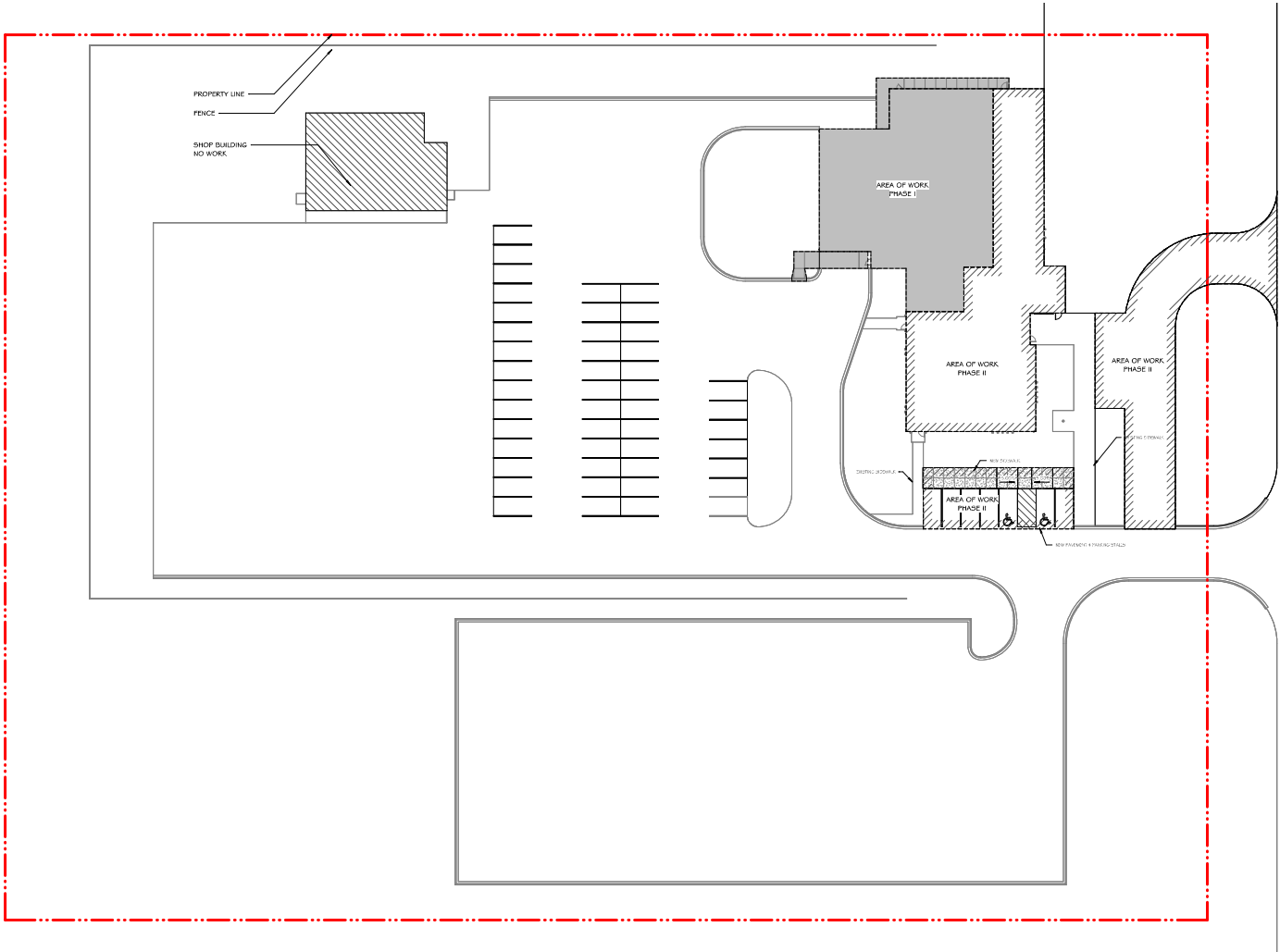
A surcharge of fifty percent (50%) will be added for expert witness testimony and/or participation at hearings, depositions, etc.

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

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

DODGEVILLE, WI

EXHIBIT C



1 ARCHITECTURAL SITE PLAN
SHEET 1 OF 2



ARCHITECTURAL DESIGN CONSULTANTS, INC.
50 Wisconsin Drive Parkway | P.O. Box 593
Lafayette, WI 53506 | Phone: 608.254.0101

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REVISION / DATE

PRELIMINARY
NOT FOR CONSTRUCTION

CITY OF DODGEVILLE

ADMINISTRATION BUILDING

DODGEVILLE, WI

DRAWN BY: A. WEJLAND
CHECKED BY: T. WOOLFEVER
DATE: 03.20.2025
JOB NUMBER: 24-0017

REVISION VOLUME

SHEET NAME
ARCHITECTURAL SITE PLAN

SHEET NUMBER

AS100

Architectural drawing of the existing first floor plan of the Administration Building. The plan shows a large central area with various rooms including classrooms, an assembly hall, a rifle range, a kitchen, a dayroom, and administrative offices. Dimensions are provided for various sections of the building.

1 EXISTING FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"

Architectural drawing of the existing mechanical room plan. The plan shows a rectangular room with a central area labeled 'MECHANICAL ROOM' and a smaller area labeled 'BOILER ROOM'. Dimensions are provided for the room.

2 EXISTING MECHANICAL PLAN
SCALE: 1/8" = 1'-0"

ADCI
experience | architecture | design

ARCHITECTURAL DESIGN CONSULTANTS, INC.
30 Wisconsin Oaks Parkway, P.O. Box 100
Lake Wales, FL 33853 | Phone: 888.256.0100

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REVISIONS: / DATE

PRELIMINARY
NOT FOR CONSTRUCTION

CITY OF DODGEVILLE

ADMINISTRATION BUILDING

DODGEVILLE, WI

DESIGNED BY:
A. WELAND
CHECKED BY:
T. WOOLFEVER
DATE:
01.20.2025
JOB NUMBER:
24-0017
SHEET VOLUME

EXISTING FIRST FLOOR & MECHANICAL ROOM PLAN

SHEET NUMBER

A100

REVISIONS DATE

PRELIMINARY
NOT FOR CONSTRUCTION

CITY OF DODGEVILLE

PROJECT

ADMINISTRATION BUILDING

DODGEVILLE, WI

DRAWN BY
A. WEILAND
CHECKED BY
T. WOOLLEVER
DATE
03.20.2025
JOB NUMBER
24-067
BED SET | VOLUME

BIB SET | VOLUME

**EXISTING FIRST FLOOR &
MECHANICAL ROOM PLAN**

SHEET NUMBER

A100

1 FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"

2 MECHANICAL ROOM
SCALE: 1/8" = 1'-0"

ADCI
experience | architecture | design

ARCHITECTURAL DESIGN CONSULTANTS, INC.
30 Wisconsin Oaks Parkway | P.O. Box 100
Lake Wales, FL 33853 | Phone: 888.256.0100

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REVISIONS: / DATE

PRELIMINARY
NOT FOR CONSTRUCTION

CITY OF DODGEVILLE

ADMINISTRATION BUILDING

DODGEVILLE, WI

DESIGNED BY: J. WELAND
CHECKED BY: T. WOOLFEVER
DATE: 01.20.2023
JOB NUMBER: 24-0077
SHEET NUMBER: REC 101 VOLUME

FIRST FLOOR & MECHANICAL ROOM PLAN

SHEET NUMBER: **A101**

PRELIMINARY
NOT FOR CONSTRUCTION

CITY OF DODGEVILLE

ADMINISTRATION BUILDING

DODGEVILLE, WI

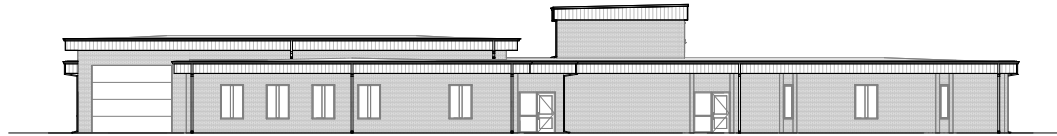
DRAWN BY
A. WEJLAND
CHECKED BY
T. WOOLLEVER
DATE
03.20.2025
XOS NUMBER
24-087
BED SET | VOLUME

FIRST FLOOR & MECHANICAL ROOM PLAN

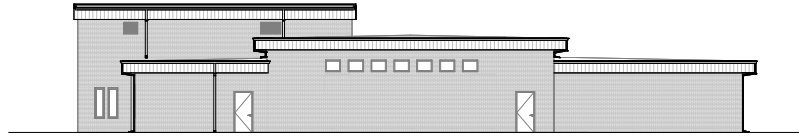
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A101

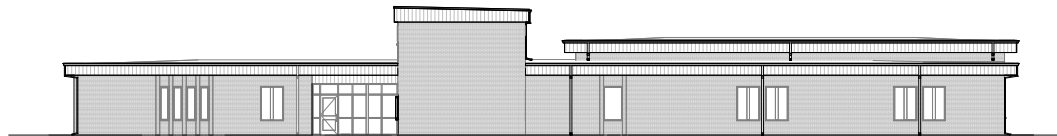
EXHIBIT C



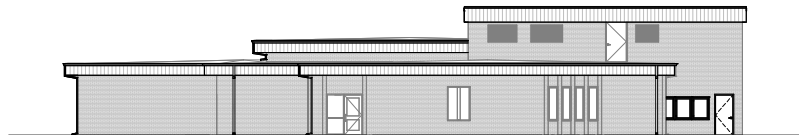
EXTERIOR ELEVATION



2 EXTERIOR ELEVATION



3 EXTERIOR ELEVATION



4 EXTERIOR ELEVATION


EXTERIOR FINISH SCHEDULE				
ROW	MATERIAL	MANUFACTURER	CODE	NOTES
1	GL. INTERIOR/EXTERIOR WINDOW	DAVIDSON	MATCH DRAWING	
2	GL. INTERIOR/EXTERIOR DOOR	DAVIDSON	MATCH DRAWING	
3	GL. INTERIOR/EXTERIOR WINDOW			GL. 20' X 20' AFF. CENTER ROOSTER, BENTON
4	GLASS/ALUM. WINDOW		GL. BROWNE (H. MATCH) AFF.	
5	PAINT ON EXTERIOR	RELIANT EXTERIOR	MATCH DRAWING	PAINT BROWN IN REMOVED EXTERIOR, CLAYTON LANE
6	PAINT ON LAUNDRY		MATCH DRAWING	PAINT, BROWN LAUNDRY
7	PAINT ON GL. FRAME			
8	PAINT ON MET. SHEET & FRAMES			
9	PAINT ON WINDOW			
10	PAINT ON DOOR			



experience | architecture | design

ARCHITECTURAL DESIGN CONSULTANTS, INC.
30 Wisconsin Oaks Parkway | P.O. Box 580
Lake Delton, WI 53040 | Phone: 608.254.6181

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REVISIONS 	DATE
1 ADD 1	05-03-2025

PRELIMINARY
NOT FOR CONSTRUCTION

CITY OF DODGEVILLE

PROJECT

ADMINISTRATION BUILDING

DODGEVILLE, WI

DRAWN BY
A. WEJLAND
CHECKED BY
T. WOOLVER
DATE
03.20.2025
JOB NUMBER
24-067

BED-SET | VOLUME

SHEET NAME

**OVERALL EXTERIOR
ELEVATIONS**

SHEET NUMBER

A401

EXHIBIT D



December 2, 2024

Architectural Schematic Design Services Proposal

From: Architectural Design Consultants, Inc. (ADCI)

To: City of Dodgeville
100 E. Fountain St.
Dodgeville, WI 53533
Attn: Gregory Lee, Director of Public Works

Project: Dodgeville Administrative Building
Dodgeville, WI
ADCI Project: 24-087

Project Understanding

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

Key Considerations

Functionality: ADCI will ensure the design supports efficient city operations and public engagement.

Civic Identity: Reflect the values and identity of the community in the design.

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

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

Future: Design spaces that can adapt to future needs.

Scope of Project

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

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EXHIBIT D

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

Scope of Services

Schematic Design Phase:

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

Services Not Provided:

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

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

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EXHIBIT D

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

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

Compensation Amount

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

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

Standard Contract Provisions

- Client shall be invoiced monthly as the above noted work progresses.
- Additional compensation shall be paid to ADCI by Client per the attached *2024 Standard Fee Schedule* for all Client authorized plan revisions after drawings are completed or for drawings/work beyond scope of this proposal.
- Client may terminate this contract for any cause; in which event, compensation shall be made to ADCI based on the fee schedule presented within this proposal.
- Client shall assist ADCI by providing ADCI with all information pertinent to the project, including previous reports, plans and other data relative to the project.
- This agreement shall be binding upon all successors and assignees of either party.
- This proposal may be withdrawn if not accepted within 30 days of the date of an ADCI authorized signature.
- Unpaid balances past due more than thirty (30) days shall be subject to a monthly finance charge of 1% or 12% per annum, until paid in full. In addition, ADCI shall be entitled to recover all costs of collection, including attorney's fees, incurred as a result of non-payment or to enforce its rights under this Agreement.
- Quoted fees do not include Professional Sales Tax.
- The Architect, and its consultants, partners, agents and employees, shall not be liable to the Owner, whether jointly, severally or individually, in excess of the compensation paid to the Architect under this Agreement, or in excess of the sum of \$25,000.00, whichever is greater, as a result of any act or omission not amounting to a willful or intentional wrong. Nothing contained within this paragraph or Agreement is intended to be a waiver or estoppel of the Client or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including but not limited to, those contained within Wisconsin Statutes 893.80, 895.52, and 345.05; to the extent indemnification is available and enforceable, the Client or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.
- The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement. As required by the Wisconsin Construction Lien Law, you are hereby notified that persons or companies performing, furnishing or procuring labor, services, materials, plans or specifications for the construction on Owner's land may have lien rights on Owner's land and buildings if not paid. Those entitled to lien rights, in addition to ADCI, are those who contract directly with you or those who give you identification notice within 60 days after they first perform, furnish, or procure labor, services, materials, plans or specifications for the

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

EXHIBIT D

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

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

Consultant Agreement Acceptance

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



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

December 2, 2024

Date



Barry N. Hottmann

Mayor
City of Dodgeville

12/3/24
Date

Attested by:



Lauree Aulik
Clerk/Treasurer
City of Dodgeville

12/3/2024
Date

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

EXHIBIT D

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

ARCHITECTURAL DESIGN CONSULTANTS, INC. 2024 STANDARD FEE SCHEDULE

Professional and Technical Staff

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

Reimbursable Expenses

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

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

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

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

EXHIBIT D



December 2, 2024
Amended January 16, 2025

Architectural Design Services Amendment No. 1

From: Architectural Design Consultants, Inc. (ADCI)

To: City of Dodgeville
100 E. Fountain St.
Dodgeville, WI 53533
Attn: Gregory Lee, Director of Public Works

Project: Dodgeville Administrative Building
Dodgeville, WI
ADCI Project: 24-087

Project Understanding

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

Key Considerations

Functionality: ADCI will ensure the design supports efficient city operations and public engagement.
Civic Identity: Reflect the values and identity of the community in the design.
Exterior Enhancement: ADCI will work with you to select materials and finishes that are both durable and aesthetically pleasing to compliment the new City Hall.
Budget Management: Provide cost estimates and value-engineering options to keep the project within budget.
Flexibility: Create spaces with dual functions to get the community the very most from their investment.
Future: Design spaces that can adapt to future needs.

Scope of Project

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

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

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

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

Design Development Phase:

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

Construction Document Phase:

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

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

Bidding Phase:

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

Construction Administration Phase:

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

Services Not Provided:

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

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

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

Compensation Amount

Bid Package #1 – Library Restrooms & Breakroom	
Architectural & Interior Design Services	\$15,200
<u>Mechanical, Electrical, and Plumbing Engineering</u>	<u>\$3,600</u>
Total	\$18,800

Bid Package #2 – City Administration Building Renovation	
Architectural & Interior Design Services	\$117,000
Structural Engineering	\$2,500
Mechanical, Electrical, and Plumbing Engineering	\$61,500
<u>Construction Administration Services</u>	<u>\$38,800</u>
Total	\$219,800

Bid Package #2 Alternate: Furniture, Fixture, and Art Specification \$27,400

Estimated Fee Breakdown by Phase

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

Standard Contract Provisions

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

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- Unpaid balances past due more than thirty (30) days shall be subject to a monthly finance charge of 1% or 12% per annum, until paid in full. In addition, ADCI shall be entitled to recover all costs of collection, including attorney's fees, incurred as a result of non-payment or to enforce its rights under this Agreement.
- Quoted fees do not include Professional Sales Tax.
- The Architect, and its consultants, partners, agents and employees, shall not be liable to the Owner, whether jointly, severally or individually, in excess of the compensation paid to the Architect under this Agreement, or in excess of the sum of \$25,000.00, whichever is greater, as a result of any act or omission not amounting to a willful or intentional wrong. Nothing contained within this paragraph or Agreement is intended to be a waiver or estoppel of the Client or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including but not limited to, those contained within Wisconsin Statutes 893.80, 895.52, and 345.05; to the extent indemnification is available and enforceable, the Client or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.
- The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement. As required by the Wisconsin Construction Lien Law, you are hereby notified that persons or companies performing, furnishing or procuring labor, services, materials, plans or specifications for the construction on Owner's land may have lien rights on Owner's land and buildings if not paid. Those entitled to lien rights, in addition to ADCI, are those who contract directly with you or those who give you identification notice within 60 days after they first perform, furnish, or procure labor, services, materials, plans or specifications for the construction. Accordingly, you probably will receive notices from those who perform, furnish, or procure labor, services, materials, plans or specifications for the construction. You should give a copy of each notice you receive to your mortgage lender, if any. ADCI agrees to cooperate with you and your lender, if any, to see that all potential claimants, directly subcontracted by ADCI, are duly paid.

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Consultant Agreement Acceptance

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



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

January 16, 2025

Date



Barry N. Hottman
Mayor
City of Dodgeville

1/21/25
Date

Attested by:



Lauree Aulik
Clerk/Treasurer
City of Dodgeville

1/21/2025
Date

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ARCHITECTURAL DESIGN CONSULTANTS, INC.

2025 STANDARD FEE SCHEDULE

Professional and Technical Staff

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

Reimbursable Expenses

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

Other Terms and Conditions

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

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

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

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

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

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

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EXHIBIT D



1 FIRST FLOOR PLAN

EXHIBIT D

Exhibit B

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

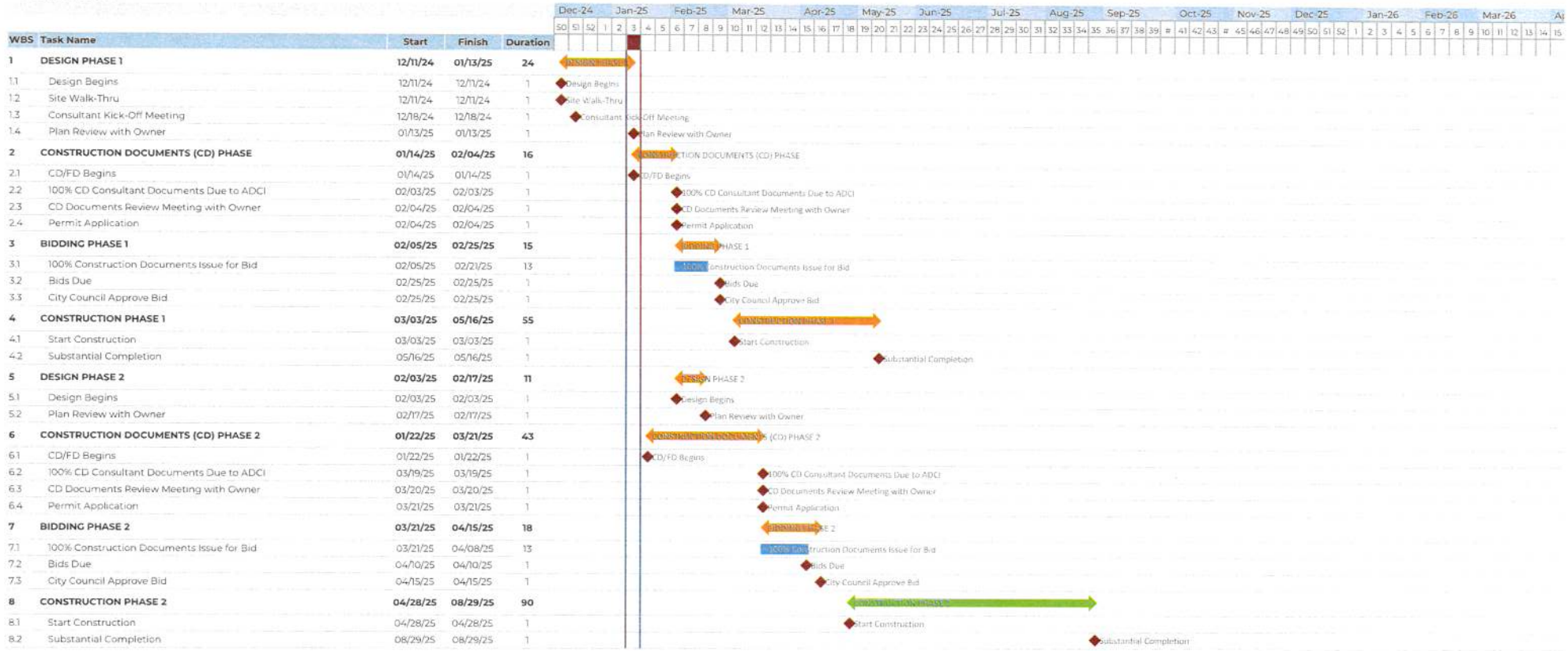


EXHIBIT D



March 3, 2025

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

Attn: Gregory Lee, Director of Public Works

**Re: Amendment No 002
ADC I Project No 24-087**

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

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

And the Architect:

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

For the Project:

Administrative Building
Dodgeville, WI

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

1. Provide Structural Engineering Additional Services as follows: ADD \$600.00
 - A. Analysis and coordination of existing roof framing for support of new RTUs. This includes details for support of the units plus details for any roof penetrations for ducts, etc.
2. Provide Mechanical Engineering Additional Services as follows: ADD \$6,000.00
 - A. Documentation and Review:
 - Obtain cut sheets and submittals for equipment replaced in 2012 due to unavailability of original drawings.
 - Manual specifications needed versus specifications on drawings.
 - B. Cooling Solutions Evaluation:
 - Review the existing air handling unit (HV-3) with the manufacturer to assess the feasibility of accommodating an additional coil.

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Agreement Amendment No 002
March 3, 2025
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- Explore multiple options to provide cooling to the area, including cost comparisons and lead time assessments for proposed equipment.
 - Evaluate existing systems serving adjacent areas as potential temporary solutions.
 - C. Demolition:
 - Demolish existing hydronic piping, appurtenances, and heating coil serving HV-3.
 - D. New Equipment, Installations and Modifications:
 - Select two new hydronic heating coils and route new hydronic piping.
 - Modify existing ductwork to accommodate new duct-mounted heating coils.
 - Select and detail a new heat pump to serve HV-3.
 - Select and detail a new cooling coil to serve HV-3, including the necessary refrigerant piping.
 - Related specifications for additional equipment and components.
 - Revise controls for HV-3.
 - Additional Construction Administration for additional equipment and components.
3. Provide Electrical Engineering Additional Services as follows: ADD \$2,000.00
- A. Lighting:
 - Provide lighting and controls to the new spaces; i.e. corridor, breakroom 107, access hall 101, library office 103, library office 102, library storage 104. The temporary library lighting is expected to stay as is until Phase 2.
 - B. Power:
 - Provide receptacles and rough-in data to the new spaces; i.e. corridor, breakroom 107, access hall 101, library office 103, library office 102, library storage 104 and temporary library 106.
 - Survey existing devices on CMU walls to allow reuse of existing locations and avoid surface mounted raceways throughout the Phase 1 spaces.
 - Provide special outlets to microwave and refrigerator in breakroom 107.
 - Provide lighting and controls to the new spaces; i.e. corridor, breakroom 107, access hall 101, library office 103, library office 102, and library storage 104. The temporary library lighting is expected to stay until Phase 2.
 - All these branch circuits need to move to a larger capacity panel in Phase 2. For Phase 1, connecting branch circuits to the existing panels that have available space.
 - Provide fire alarm devices in these spaces.
 - Review the existing electrical service with Alliant Energy to determine if there is capacity to handle the additional HVAC load for Phase 1. Awaiting electrical inspector to confirm if the existing code violations are deemed "grandfathered" or if modifications are needed to meet current code requirements.
 - Provide power to additional HVAC equipment.
 - Coordinate MEP efforts for these additional areas.

Total Additional Compensation: \$8,600.00

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Agreement Amendment No 002
March 3, 2025
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SUBMITTED BY:



Signature

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

AGREED TO:


Signature

Barry N. Hottmann
Mayor
City of Dodgeville


Date

Attested by:


Signature

Lauree Aulik
Clerk/Treasurer
City of Dodgeville


Date