

Miron Construction Co., Inc.
1471 McMahon Drive
Neenah, Wisconsin 54956

**RE: LIMITED NOTICE TO PROCEED – FIELD OF DREAMS MOVIE SITE
PROFESSIONAL BALLPARK**

This Limited Notice to Proceed is issued this ____ day of October 2023, by This is Iowa Ballpark, Inc. (“Owner”), the City of Dyersville (“Fiscal Agent”), and Miron Construction Co., Inc. (“Construction Manager”).

1. The Owner, Fiscal Agent, and Construction Manager have executed an agreement in the form of AIA Document A133-2019 for the project. Capitalized terms used herein and not otherwise defined herein have the meaning assigned to them in the Agreement.

2. Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner and Fiscal Agent wish to have the Construction Manager commence the performance of certain portions of the Construction Phase Work pursuant to Section 3.3.1.2 of the Agreement. Construction Manager agrees to commence the performance of the following portions of the Construction Phase Work:

- Exhibit #1 Itemized Statement of the cost summary of work
- Exhibit #2 Specifications dated 9/27/2023
- Exhibit #3 Drawings dated 9/27/2023
- Exhibit #4 Allowances

3. For performance under this Limited Notice to Proceed, the Owner, with the concurrence from the Fiscal Agent, shall pay to the Construction Manager the Cost of the Work plus the Contractor’s Fee, in an amount not to exceed \$1,500,000. All activities/items are considered lump sum value with the exception of items identified in Exhibit #4. Applications for Payment and payment shall be in accordance with the Agreement. All payments made shall be credited by the Construction Manager as payment toward the Guaranteed Maximum Price agreed upon by the Owner, the Fiscal Agent, and the Construction Manager in the Guaranteed Maximum Price Amendment.

4. The terms and conditions of the Agreement shall apply to all Construction Phase Work performed by the Construction Manager pursuant to this Limited Notice to Proceed.

5. The Construction Manager shall purchase and maintain such insurance as required by the Agreement prior to the start of Construction Phase Services described herein.

6. Except as otherwise stated herein, no other terms and conditions of the Agreement are amended, and the Agreement remains in full force and effect.

[Remainder of Page Intentionally Left Blank]

Signed by:

for and on behalf of Owner:

THIS IS IOWA BALLPARK, INC.

Signature: _____

Print Name: _____

Title: _____

CITY OF DYERSVILLE (FISCAL AGENT)

Signature: _____

Print Name: _____

Title: _____

for and on behalf of the Construction Manager:

MIRON CONSTRUCTION CO., INC.

Signature: _____

Print Name: _____

Title: _____