

**Pursuant to Section 19.84, Wisconsin Statutes, notice is hereby given to the public that the
Iowa County Board of Supervisors will meet in**

**Regular Session
of the
IOWA COUNTY BOARD
Tuesday December 18, 2018
6:00 p.m.**

**Health and Human Services Center - Community Room
303 West Chapel St., Dodgeville, WI 53533
For information regarding access for the disabled, please call 935-0399.**

Healthy and Safe Place to Live, Work and Play – Iowa County

The Mission of Iowa County Government is to protect and promote the health and safety, economic well being, and environmental quality of our county by providing essential services in a fiscally responsible manner.

Agenda

1. Call to order by Chairman John M. Meyers.
2. Pledge of Allegiance.
3. Roll Call.
4. Approve the agenda for this December 18, 2018 meeting.
5. Approve the minutes of the November 13, 2018 meeting.
6. Recognition of Karen Oellerich on her retirement.
7. Recognition of Therese Evans on her retirement.
8. Resolution No. 1-1218 Commending Iowa County 2018 4-H Key Award Recipients Bree Gaffney and Bethany Harman.
9. Recognition of Iowa County Deputy Eric Hartwig's second place finish in the ALERT Challenge by Jessica Schroeder, Wisconsin County Mutual Insurance Corporation.
10. Presentation by Southwest Wisconsin Library System Director David Kranz.
11. Special matters and announcements.
 - a) Committee Chair reports.
 - b) 2019 Standing Committee & Board Meeting Schedule.
 - c) Land Conservation Department 2018 Annual Report.
 - d) 2019 Discover Wisconsin Calendar. (set out)
12. Comments from the public.
13. County Administrator's report.

14. Approve the Administrator's appointments of:
- Kate Franzmann to the Barneveld Public Library Board for a three-year term ending May 1, 2021.
 - Kate Franzmann to the Iowa County Library Board for a three-year term ending April 30, 2021.
 - James Murphy to the Veterans Service Commission for a three-year term ending December 31, 2021.

Public Works Committee:

15. Consider amending Ordinance No. 800.02 Iowa County Highway Access Control.

General Government Committee:

16. Pay Grade reclassification for the Deputy County Clerk.
17. Consider a Quit Claim Deed Transfer of Parcel 216-0603 to Vestibule Investments of Iowa County, LLC to correct an encroachment issue.

Executive Committee:

18. Consider the Local Operating Contract between Iowa County, the affected Townships and Badger Hollow Solar Farm.

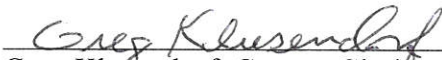
Jail Building Committee:

19. Consider the Law Enforcement Center Architectural and Design Contract with Potter Lawson.

Other:

20. Authorize the County Clerk to publish in January and March a Class 1 Notice notifying the public that dog licenses and rabies vaccinations are required under the Wisconsin Statutes.
21. Chair's report.
22. Mileage and Per Diem Report for this December 18, 2018 meeting.
23. Motion to convene in closed session pursuant to section 19.85(1)(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. (Discuss investment of County funds and Memorandum of Understanding relative to nursing home merger with Upland Hills Health)
24. Motion to return to open session.
25. Possible action on the closed session item.
26. Motion to convene in closed session pursuant to Wis. Stat. §19.85(1)(e) for purposes of deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. (Land purchase options for the proposed Law Enforcement Center.)

27. Motion to return to open session.
28. Possible action on the closed session item.
29. Motion to adjourn to January 15, 2019.



Greg Klusendorf, County Clerk

Posted 12/13/2018

**PROCEEDINGS OF THE NOVEMBER SESSION OF
THE BOARD OF COUNTY SUPERVISORS
OF IOWA COUNTY, WISCONSIN**

The Board of Supervisors met in the Health and Human Services Center Community Room in the City of Dodgeville on Tuesday, November 13, 2018 at 6:00 p.m. and was called to order by the Honorable John M. Meyers, Chairman of the Board.

The Board, in unison, led the reciting of the Pledge of Allegiance to the Flag.

Roll call was taken. All members were present except Supervisor Judy Lindholm who was absent.

Members present: Doug Richter, Stephen Deal, Mark Storti, Dan Nankee, Ron Benish, David Gollon, Curt Peterson, Joan Davis, Alex Ray, Bruce Haag, James Griffiths, Tom Forbes, Richard Rolfsmeyer, John Meyers, Joseph Bruce Paull, Jeremy Meek, Justin O'Brien, Donald Leix, Mel Masters and Kevin Butteris.

Sup. Davis moved to remove agenda item 7 and to approve the amended agenda for this November 13, 2018 meeting. Sup. Leix seconded the motion. Carried.

Aye-20 Nay-0

Sup. Haag moved to approve the minutes of the October 16, 2018 meeting. Sup. Storti seconded the motion. Carried.

Aye-20 Nay-0

The Board recognized Charles Dahl on his retirement after working for over 22 years as an Equipment Operator at the Iowa County Highway Department. Administrator Bierke presented a plaque and gift card to Chuck.

Special matters and announcements.

a) Committee Chair reports.

Comments from the public:

- Heather Allen, from Renew Wisconsin, spoke in favor of the proposed Badger Hollow Solar Farm project.
- Todd Ferrin spoke against the American Transmission Company's (ATC) proposed high tower transmission line project.
- Nancy Tews, referring to the Iowa County Budget, said there were many funds in the budget and she asked that they be used effectively.
- Alan Jewell spoke against the proposed Badger Hollow Solar Farm Project.
- Richard Jinkins spoke against the proposed Badger Hollow Solar Farm Project.
- Doug Carden spoke against the proposed ATC high tower transmission line project.
- Deb Eide spoke against the proposed ATC high tower transmission line project.
- Dan Adams spoke in favor of the proposed Badger Hollow Solar Farm project.
- Doug Hansmann spoke against the proposed ATC high tower transmission line project.
- Linda Evans spoke against the proposed ATC high tower transmission line project.
- David Cooper asked the audience to stand up if they opposed the proposed ATC high tower transmission line project.
- Patricia McConnell spoke against the proposed ATC high tower transmission line project.

- Michelle Citron spoke against the proposed ATC high tower transmission line project.
- Al Pincus spoke against the proposed ATC high tower transmission line project.
- Jubie Simonson spoke against the proposed ATC high tower transmission line project.
- Jerry Koernar spoke against the proposed ATC high tower transmission line project.
- Karen O'Brien spoke against the proposed ATC high tower transmission line project.
- Justin O'Brien spoke against the proposed ATC high tower transmission line project.

Sup. Richter moved to adopt Amendatory Ordinances 1-1118, 2-1118 and 3-1118 as a group. Sup. Davis seconded the motion. Carried.

Aye-20 Nay-0

Amendatory Ordinance No. 1-1118 for a land use change to rezone 80 acres from A-1 Agricultural to AB-1 Agricultural Business in the Town of Moscow was adopted.

Amendatory Ordinance No. 2-1118 for a land use change to rezone 14.7 acres from A-1 Agricultural and B-3 Heavy Business to B-3 Heavy Business in the Town of Moscow was adopted.

Amendatory Ordinance No. 3-1118 for a land use change to rezone 19.564 acres from C-1 Conservancy to AR-1 Agricultural Residential in the Town of Ridgeway was adopted.

Sup. Ray moved to rescind the Iowa County Library Plan for Library Services that was adopted at the August 21, 2018 Session of the Board. Sup. Nankee seconded the motion. Carried.

Aye-20 Nay-0

A Public Hearing was held on the Iowa County Library Plan for Library Services starting at 6:41 p.m.

The Public Hearing ended at 6:51 p.m.

Sup. Davis moved to approve the Iowa County Library Plan for Library Services as presented. Sup. Haag seconded the motion. Carried.

Aye-20 Nay-0

Administrator Larry Bierke gave a report to the Board.

Sup. Nankee moved to approve the Administrator's appointments of:

- Carol Anderson to the Iowa County Library Planning Board for a two-year term ending on April 30, 2020.
- Beverly Harris to the Iowa County Library Planning Board for a one-year term ending April 30, 2019.

Sup. Griffiths seconded the motion. Carried.

Aye-20 Nay-0

Iowa County Budget:

Sup. Gollon moved to adopt Resolution No. 4-1118 County Aid Town Road Bridge Construction Under Section 82.08 of the Statutes. Sup. Benish seconded the motion. Carried.

Aye-20 Nay-0

Sup. Masters moved to adopt Resolution No. 5-1118 Intent to Issue Financing Regarding the Purchase of Highway Equipment and Replace Salt Shed. Sup. Haag seconded the motion. Carried.
Aye-20 Nay-0

Sup. Benish moved to adopt Resolution No. 6-1118 Carrying Over Certain Accounts from the 2018 Budget for use in 2019. Sup. Leix seconded the motion. Carried.
Aye-20 Nay-0

A Public Hearing was held on the proposed Iowa County 2019 budget starting at 6:57 p.m.

The Public Hearing ended at 6:59 p.m.

Sup. Forbes moved to adopt Resolution No. 7-1118 To Approve the Budgets and Approve Funds for the County of Iowa for the Fiscal Year Beginning January 1, 2019 and Ending December 31, 2019. Sup. Butteris seconded the motion. Carried.
Aye-20 Nay-0

Sup. Haag moved to adopt Resolution No. 8-1118 Authorizing the 2018 Tax Levy for the 2019 Budget. Sup. Masters seconded the motion. Carried.
Aye-20 Nay-0

Executive Committee:

Sup. Benish moved to approve the Joint Development Agreement between Iowa County, the Townships of Eden, Linden and Mifflin and the Badger Hollow Solar Farm. Sup. Gollon seconded the motion.

Sup. Leix moved to send the Joint Development Agreement back to the Executive Committee for further review. Sup. Deal seconded the motion. Carried.
Aye-13 Nay-7

Voting in favor: Sups. Richter, Deal, Nankee, Davis, Ray, Haag, Griffiths, Forbes, Rolfsmeyer, Meek, O'Brien, Leix and Masters.

Voting against: Sups. Storti, Benish, Gollon, Peterson, Meyers, Paull and Butteris.

Sup. Masters left the meeting at 7:36 p.m.

At 7:39 p.m., Chair Meyers recused himself and left the room while agenda item 23 was debated. Vice-Chair Ronald Benish assumed the chair.

The Board waived the rules to allow Attorney Mike Van Sicklen to answer questions and provide information in regards to agenda item 23, Driftless Area Land Conservancy request for County Intervention. Attorney Van Sicklen advised the county that it assumed no liability by filing the Intervention and it could withdraw at any time. The County would retain its right to determine its level of involvement and costs.

Sup. Storti moved to approve the Driftless Area Land Conservancy request for Iowa County to intervene against the Cardinal-Hickory Creek proposed high tower transmission line. Sup. Deal seconded the motion. Carried.
Aye-18 Nay-0

Chair Meyers assumed the chair at 8:19 p.m.

Sup. Storti moved to adopt Resolution No. 9-1118 Establishing 2019 Future Items of Challenges for the County Administrator. Sup. Butteris seconded the motion. Carried.

Aye-18 Nay-1

Sup. Griffith voted against the motion.

Other:

Due to the length of the meeting, Chair Meyers did not have a report for the Board.

Mileage and Per Diem Report for this November 13, 2018 Session of the Board was presented.

20 Members 491 Miles \$1,077.59 Mileage and Per Diem

Sup. Meek moved to approve the report.

Sup. Forbes seconded the motion. Carried.

Aye-19 Nay-0

Sup. Leix moved to adjourn to December 18, 2018. Sup. Haag seconded the motion. Carried.

Aye-19 Nay-0

Meeting adjourned at 8:24 p.m.


John M. Meyers, Chairman


Greg Klusendorf, County Clerk

RESOLUTION NO. 1-1218

COMMENDATION OF

BREE GAFFNEY AND BETHANY HARMAN

WHEREAS: Bree and Bethany have achieved the highest award in 4-H Youth Development, that being the Wisconsin Key Award; and

WHEREAS: the 4-H Youth Development Program promotes the ideals of character, conduct, patriotism, and service, encouraging members to become productive and contributing citizens; and

WHEREAS: Bree and Bethany, Iowa County 4-H members, represent our country's greatest resource, that being youth, and

WHEREAS: Bree and Bethany, continue the legacy of 4-H Youth Development in the United States, and serve as role models for younger members; and

WHEREAS: Bree and Bethany serve as an inspiration to all of us, demonstrating that hard work and perseverance can make dreams come true.

NOW, THEREFORE BE IT RESOLVED that Wisconsin 4-H Key Award Recipients, Bree Gaffney and Bethany Harman, be commended for their achievement of 4-H Youth Development's highest award.

Adopted this _____ day of December, 2018

John Meyers,
Iowa County Board Chairman

Greg Klusendorf
Iowa County Clerk

2019 Standing Committee & Board Meeting Schedule

January							April							July							October							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
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27	28	29	30	31			28	29	30					28	29	30	31				27	28	29	30	31			
February							May							August							November							
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24	25	26	27	28			26	27	28	29	30	31		25	26	27	28	29	30	31	24	25	26	27	28	29	30	
March							June							September							December							
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24	25	26	27	28	29	30	23	24	25	26	27	28	29	29	30						29	30	31					
31							30																					

Public Works Committee

Public Safety Committee

Health & Human Services Committee

General Government

Executive Committee

County Board

Holiday - Offices Closed

Date submitted: 10/17/18

Revised: 12/6/2018

Land Conservation Department 2018 Annual Report

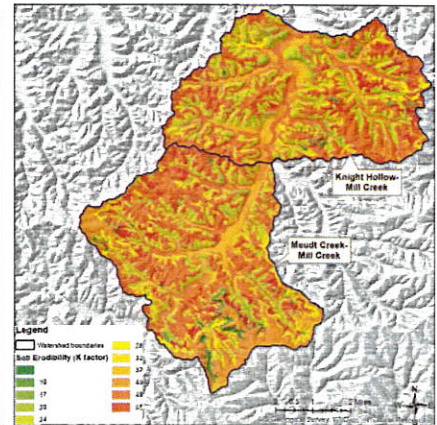


General

- Hired and trained three new staff members
- Succeeded with two grant proposals for a rainfall simulator- \$8,000 from Compeer Financial and \$3,000 from Alliant Energy Foundation
- Began review of current manure storage ordinance with Planning & Development

Partnerships and Special Projects

- Partnered with Grant and Lafayette Counties to begin the two-year Southwest Wisconsin Groundwater and Geology study. Three hundred well samples were collected in early November.
- Partnered with Michael Fields Agriculture Institute and UW-Extension to complete Nine-Key-Element Watershed Plans for two watersheds
- Continued to participate in the Southwest Grasslands Network, Lowery Creek Partnership, and Iowa County Uplands Farmer-led Watershed group



Nutrient Management Planning

- 29 plans cost-shared totaling 2,780 acres and \$38,630
- Assisted UWEX and UW with training 16 farmers to write their own plans
- Assisted UW with publication on calculating cost savings of NMPs

Soil and Water Projects

- Projects completed totaling \$34,358 of cost-share: 1 streambank stabilization, 1 grassed waterway, 2 stream crossings, 1 spring development, 3 well decommissions
- Projects designed for next spring totaling \$27,434 of cost-share: 1 stream crossing, 2 spring developments, 1 grassed waterway, 1 roof gutter system, 1 well decommission





Farmland Preservation Program

- 745 farms have Certificates of Compliance, covering 152,187 acres (about 43% of the County's farmland) which equates to over \$1.1 million in tax credits to County farmers
- Completed 185 compliance site visits



Outreach and Communications

- Co-organized with UW-Extension the Iowa County Youth Conservation Field Day for 254 sixth graders
- Assisted the Iowa County Uplands Farmer-led Watershed Group with two field days and one farmer-fisherman dinner, with about 75 people each
- Presented conservation awards and set up display at Farmers Appreciation Day
- Created new brochure and 3-panel display
- Newsletter is in process and will be sent to over 2,000 farmers and landowners in the County
- Led a hike at a Mineral Point school field day



Conservation Reserve Program

- 37 agreements completed covering 1,072 acres and totaling \$343,085 in payments
- One perpetual easement in progress; four perpetual easements monitored

County-owned Dams

- All 11 dams had annual inspections and were mowed by Highway Department
- Dams were checked multiple times after heavy rains and cleared of debris. Luckily we had no major problems, but some minor repairs are needed and beavers are causing debris issues on three dams



IOWA COUNTY

HIGHWAY ACCESS CONTROL
ORDINANCE

Adopted on 02/16/2010
Adopted as amended 08/18/2015
Draft Amendment 11/29/2018

Highway Access Control

Section 1 Title and Purpose

(a) **Title**

This ordinance shall be known, cited and referred to as:
THE IOWA COUNTY HIGHWAY ACCESS CONTROL ORDINANCE.

(b) **Purpose**

This Ordinance shall be established to create uniform, concise, and consistent guidance for the control of ingress/egress access to/from the County Trunk Highway System.

Section 2 Authorization, Jurisdiction and Severability

(a) **Statutory Authorization**

This ordinance is established by the provisions set forth in Section 86.07(2) of the State of Wisconsin Statutes and Chapter TRANS205 and TRANS231 of the Wisconsin Administrative Code.

(b) **Jurisdiction**

This Ordinance shall have jurisdiction over all existing or proposed accesses to County Highways within Iowa County. Standards set forth by this Ordinance apply only within the right-of-way of County Highways. Townships regulate construction of driveways beyond the right of way line. Landowners should contact their township clerk to determine what additional requirements may exist in the respective townships.

(c) **Severability**

Should any section, clause, provision or portion of this Ordinance be adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this Ordinance shall not be affected thereby.

Section 3 Definitions

For the purpose of simplicity, the following terms shall be applied as indicated throughout this ordinance.

(a) **General**

- (1) The present tense includes the future tense and the singular tense includes the plural.
- (2) The word “shall” is mandatory; the word “may/should” is permissive.
- (3) The words “used” or “occupied” also mean intended, designed or arranged to be used or occupied.
- (4) The word “person” includes any individual, firm, association, joint stock association, organization, partnership, limited, trust, body politic, governmental agency, company, corporation and includes any trustee, receiver, assignee, or other representative thereof.
- (5) All distances unless otherwise stated shall be measured in the horizontal direction.

(b) **Definitions**

ACCESS – Driveway or road access point for any motorized/non-motorized Vehicle, except for State of Wisconsin funded snowmobile trails.

ACCESS PERMIT – A permit from the Iowa County Highway and Transportation Department granting access onto a CTH.

ADT – Average Daily Traffic generated on a given road or highway.

ALTER, MODIFY, RECONSTRUCT – To change the slope, location, length, width, access point, to completely remove and rebuild in whole or in part, or to conduct any similar activity with regard to an access.

COUNTY HIGHWAY – Any segment of a road under the jurisdictional maintenance authority of the Iowa County Highway Department.

DRIVEWAY – Any access for motorized/non-motorized vehicles to one or two parcels.

HIGH HAZARD POTENTIAL – shall be a phrase utilized for driveway access locations which contribute to traffic accidents or accident history as a result of its physical location and restrictions in visibility due to terrain, highway construction, or other geographical features. May also be utilized

for driveway access locations which do not meet adequate stopping sight distance criteria for visibility.

HIGHWAY COMMISSIONER – Iowa County Highway Commissioner or his/her designee

LANDOWNER – shall be the person(s) whom have legal possession of or legal access to; via an easement or other legal document, the land abutting, adjoining, and contiguous to the County highway Right-of-Way.

LIMITED ACCESS HIGHWAY – Highways (or segments of highways) on which access is provided with entrance and exit ramps (US Hwy 151).

PARCEL – The area of land within the property lines of a given piece of property.

ROAD – Any road, street, alley, expressway, highway, avenue, parkway, lane, drive, boulevard, circle, bypass or other pathways intended for the use of motorized/non-motorized vehicles to obtain access to more than two parcels.

ROUTINE MAINTENANCE – Regular or customary maintenance activity for an access point, to include; for example, snow removal, mowing, and addition/grading of gravel for gravel driveways or road access points so long as the slope, location, length, width, or type of surface material of the driveway or access point is not substantially altered.

RURAL Highway – Any County Highway with a 55 M.P.H. speed limit.

SEMI-URBAN Highway – Any County Highway outside of the municipal boundaries of a city or village with a speed limit below 55 M.P.H.

URBAN Highway – Any County Highway within the municipal boundaries of a city, village, or township with a speed limit below 36 M.P.H.

Section 4 Permit Required

No access subject to this Ordinance shall be installed, altered, changed, replaced or extended until an application for an access permit has been approved by the Iowa County Highway Commissioner or his/her designee. Application forms and information can be obtained from the Iowa County Highway Department.

Section 5 Regulations

a) Existing Access

An access that existed prior to the adoption or amendment of this ordinance may be continued to be used although it does not meet the standards of this Ordinance. However, except for routine maintenance; any act to alter, modify or reconstruct the access or a change in the nature of its use shall require full compliance with this Ordinance. It is the responsibility of the applicant to provide adequate evidence of an existing access to the Highway Commissioner.

When an existing access is identified as causing damage to the highway or shoulder, the lack of maintenance thereof causes drainage issues or obstructions to the county right-of-way, or the lack of maintenance thereof is leading to erosion of surface materials and deposits onto the county highway; the Highway Commissioner may deem the access as deficient and issue a written Notice of Deficiency and Order for Remediation. In cases of excessive surface erosion onto the highway system, the Highway Commissioner may order the landowner to pave the access portion within the right-of-way. Any access improved in response to a Notice of Deficiency and Order for Remediation shall comply with these Ordinance requirements and be required to obtain a permit.

When an existing access creates a high hazard potential; either due to accident history or sight visibility concerns, the Highway Commissioner is hereby authorized to declare it closed provided a new access can be provided that will serve the same purpose of the existing, in a location that is deemed a lower hazard potential. The landowner shall relocate said access to be in compliance with these Ordinance requirements, and obtain a permit. In any case, a high hazard potential access shall be encouraged to be discontinued as soon as practicable.

b) Vacated access

If the Highway Commissioner considers the use of an existing access to have been discontinued to the point where it is not being properly maintained, the Highway Commissioner shall notify the owner that the access is to be brought into proper condition or it will be considered vacated. The Notice from the Highway Commissioner shall identify what work must be completed to bring the access into proper condition and the timeframe within which that work must be completed. If the requirements of the Notice are not timely satisfied and the Highway Commissioner deems the access as vacated, the landowner will be required to obtain a permit and be subject to the regulations of this Ordinance as a request for new access, including relocation if necessary. And, the access will no longer be considered an existing access.

c) Access to Highway

1. Entrance upon or departure from a County Highway shall be prohibited except at locations specifically designated by this section. No road shall be opened into or connected with any County Highway, under this section or converted from one use of access to another use of access without an access permit.
2. Access permits onto a County Highway shall only be granted to a landowner as defined in Section 3 of this Ordinance.
3. The permit applicant shall state the purposes for the type of access to be requested as one of the following, which shall set forth the requirements for construction or improvement;
 - a. TYPE A – AGRICULTURAL RESIDENTIAL OR RESIDENTIAL – access to one or two agricultural-residential or residential parcels. Agricultural-residential zoned properties which are also utilized as an agricultural equipment access point should be applied for as a Type B agricultural/field access.
 - b. TYPE B – AGRICULTURAL/FIELD – access for the primary purpose of agricultural equipment access to/from agricultural or horticultural field parcels or homesteads.
 - c. TYPE C – COMMERCIAL – access to residential parcels with 3 to 20 units or less or commercial/industrial land-use zoning with 25,000 square feet or less of improvements

- d. TYPE D – INDUSTRIAL – access to residential parcels of 20+ units and commercial or industrial parcels with 25,000 square feet or more of improvements.

d) Access Spacing and Frequency

- (1) No more than six (6) accesses for agricultural use shall be allowed along the same side of a County Highway within a linear mile for any single property owner.
- (2) Only one access for residential use shall be allowed per a given residence. In the event where a second access for a U-shaped driveway is proposed, the minimum access spacing listed in (6) shall be met.
- (3) When a landowner requests an access to be installed within the minimum horizontal spacing distance from the property line as measured at the Highway centerline to be less than :
 - 300 feet for a Rural County Highway
 - 150 feet for a Semi-urban County Highway
 - 100 feet for an urban County Highway

The applicant shall notify the adjacent landowner for concurrence on the proposed driveway location, obtain an agreement to a shared access installation at the property line; or receive a waiver of their rights for a future access within the dimensions outlined in subsection (6) below.

- (4) The number of accesses for commercial and/or industrial use shall be commensurate with the demonstrated need and suitable for the anticipated traffic conditions.
- (5) When there is an option between granting an access to more than one road for a given property, the road with the lowest average daily traffic and hazard potential shall be favored.
- (6) The minimum horizontal distance between accesses along the same side of a County Highway as measured at the centerline shall be:
 - 300 feet for a Rural County Highway
 - 150 feet for a Semi-urban County Highway
 - 100 feet for an Urban County Highway
- (7) The minimum distance that an access shall be from the intersection of a public road with a County Highway, as measured to the centerline of the intersecting public roads, shall be:
 - 600 feet for a Rural County Highway
 - 450 feet for Semi-urban County Highway
 - 250 feet for an Urban County Highway

Where possible, roads should not be staggered, creating "T" intersections, but connect with another road on the other side of the highway.

- (8) Safety shall not be interfered with due to access locations near hills, curves, or other locations; which may not be in clear and apparent view of on-coming traffic.

e) **Paved Apron**

Access onto a County Highway may require a paved apron within the right-of-way of the County Highway, at the owner's expense, in instances when usage or drainage warrants as may be determined by the County Highway Commissioner.

f) **Design Standards**

Accesses within the County Highway right-of-way must comply with the following design standards:

- (1) CULVERTS, when required, must be at least 30 feet in length plus apron end walls, placed at a depth of at least 1 foot under the surface of the access, be a minimum of 15 inches (38.1 cm) or equivalent in diameter or as large as determined necessary for adequate drainage by the County Highway Commissioner, be at least 10 feet (3.048 m) from the end of the nearest culvert, and be constructed of corrugated metal or concrete, with apron end walls. Polyethylene, Polypropylene, or Plastic pipe and/or apron end walls shall not be allowed.
- (2) ACCESS HEIGHT at the point of the culvert shall be equal to or lower than the level of the outside edge of the County Highway shoulder.
- (3) SLOPES to the side of the access shall not be steeper than 4 to 1 (25 percent desirable) or that of the embankment of the existing County Highway, whichever is less.
- (4) RETAINING WALLS, STONE WALLS, ETC. shall not be allowed on driveways within right-of-way.
- (5) ANY PAVEMENT surface or combination of base coarse aggregate, asphalt, or concrete shall be a minimum thickness as specified in (12). Any pavement of access shall consist of asphalt or be similar in material to the adjoining County Highway surface

(concrete shall only be allowed if the adjoining County Highway surface is concrete) to a minimum distance of 5 feet from the outside edge of the existing paved portion of the highway.

- (6) ANY PAVEMENT in the right-of-way, whether new, resurface, or replacement may be required to be replaced at the owner's expense when it causes a safety or drainage problem, as deemed necessary by the Highway Commissioner.
- (7) CROWNING of access shall be provided with a minimum pitch of 2 percent towards the side of the access. Ditches may have to be created along the driveway to accommodate runoff from the driveway entrance to control and preclude runoff entry onto the county highway.
- (8) CURB AND GUTTER shall not be allowed within the County Highway right-of-way for private accesses; except for type C or D accesses as approved on a case by case basis.
- (9) ANGLE of a driveway shall be as close to 90 degrees with the center-line of the County Highway as possible, but not less than 75 degrees.
- (10) FACING ACCESS on opposite sides of a County Highway shall be located directly opposite each other whenever possible.
- (11) SHARED ACCESS is encouraged to minimize the number of access points and interruption of traffic flow.
- (12) TYPE OF DRIVEWAY ACCESS being requested shall be specified by the landowner/applicant based on the following criterion:
- a. 1. TYPE "A" ACCESS: PRIVATE DRIVEWAYS with access to one or two zoned agricultural-residential or residential parcels must have a minimum driveway width of 12 ft (3.6575 m) as measured at the right-of-way line and a return radius of 20 feet (6,096 m). The driveway surface shall be a minimum of 12-inches of thickness. Owner shall determine the thickness of desired paved surface, if so desired at the location. The paved surface may be asphalt, concrete, or other non-porous materials in compliance with this ordinance. For concrete surface driveways, a minimum of 6-inches of base coarse shall be installed as a sub-material. For asphaltic pavement surfaces, a minimum of 8-inches of ¾-

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inch or 1-1/4 –inch crushed aggregate base coarse shall be installed under the asphaltic surface. For unpaved entrances, there shall be a minimum of 6-inches of nominal 3-inch to 6-inch breaker run and 6 inches of 3/4-inch or 1-1/4-inch dense crushed aggregate base coarse. Sand or existing bedrock may be utilized to meet the breaker run requirements specified herein, if part of the natural geology of the location.(see drawing attached hereto).

- b. Type “B” ACCESS standards (see diagram attached hereto) must be used for agricultural equipment access parcels or field entrances to agricultural parcels or agricultural-residential parcels or homestead access, must have a minimum driveway width of 16 ft (4.8767m or greater) as measured at the right-of-way line, and a return radius as illustrated in the drawings attached hereto for Type B driveways. Owner shall determine overall thickness of base coarse based upon the size of equipment utilizing the access, it is recommended to follow the NRCS and FHWA guidance on base coarse design for agricultural equipment. As a minimum, the drive shall consist of 12-inches of nominal 6-inch breaker run and 8-inches of nominal 3/4-inch crushed aggregate base coarse or 1-1/4-inch crushed dense aggregate base coarse within the right-of-way. Sand or existing bedrock may be utilized to meet the breaker run requirements specified herein, if part fo the natural geology of the location.
- c. TYPE “C” ACCESS standards (see diagram attached hereto) must be used for residential parcels with 3-20 units and commercial or industrial parcels with up to 25,000 square feet of improvements (2,322.5 sq. m), must have a minimum driveway width of 22 ft or more (6.705m or greater), and radii as illustrated in the drawings attached hereto for Type C driveways. As a minimum non-paved accesses shall consist of 6-inches of nominal 6-inch breaker run and 8-inches of nominal 3/4-inch or 1-1/4-inch dense base coarse aggregate. Accesses which contribute 101 ingress/egress uses per day or more shall have a paved surface.
- d. TYPE “D” ACCESS standards (see diagram attached hereto) must be used for residential parcels with over 20 units and commercial or industrial parcels over 25,000 square feet of

improvements (2,322.5 sq. m), must have a minimum driveway width of 22 ft or more (6.705m or greater), and return radii as illustrated in the drawings attached hereto for Type D driveways. As a minimum non-paved accesses shall consist of 6-inches of nominal 6-inch breaker run and 8-inches of nominal ¾-inch or 1-1/4-inch dense base coarse aggregate. Accesses which contribute to 101 ingress/egress uses or more shall have a paved surface. BYPASS LANE is required where the ADT of the County Highway the access enters onto is 2500 or more for type C access and 1000 or more for type D access.

- (13) TURNAROUNDS should be provided on the property so that vehicles do not back out onto a County Highway.
- (14) EXISTING CTH PROPERTY including road surfaces, curbs, shoulders, slopes, ditches and vegetation shall be restored to its original condition.
- (15) VISION CORNERS must be free of all obstructions at each access point in accordance with the applicable Vision Corner diagram attached hereto. Driveway vision corners are to be measured from a point 3.5 feet (1.0668 meter) above the driveway surface at the center of the proposed access, 15 feet (4.572 meter) back from the edge of the pavement of the County Highway, to two points 4.5 feet (1.3716 meter) above the surface of the center of the nearest on-coming lane of the County Highway in each direction, at a distance of "D" from the point where the County Highway meets the center of the proposed access. The "D" = Distance Table shall correspond to the posted speed limit of the County Highway in the vicinity of the access. If the posted speed limit of the County Highway is not given in the attached Vision Corner diagram D = Distance Table, the next highest speed limit shall be used. Signalized intersections at an access shall need to meet the standards provided for driveways, in addition to review and approval by the Highway Commissioner.

Section 6 Administration and Enforcement

(a) Administration

The Highway Commissioner is hereby authorized to administer this ordinance.

Applications for permits shall be made to the County Highway Commissioner or his/her designee who shall review the proposed development or construction and shall either grant or deny the proposed access based upon the provisions, standards, and requirements of this ordinance, within fifteen (15) working days. A working day shall be determined as those days in which the County Highway Department performs its' daily operations.

(b) Interpretation

All restrictions on the use of land are restricted to the objects, growth, and use of land within the right-of-way of the Iowa County Highways. Whenever it is questionable as to whether or not an object or a part of an object is within the jurisdiction of this ordinance, the entire object shall be considered to be entirely within.

(c) Permits for Driveways and Obstructions such as Fences, Shrubs, Etc., On Highway Access

No structure, object, excavation nor growth shall be constructed, reconstructed, altered, placed, installed, or planted within the right-of-way of a County Highway until an access permit has been issued by the Highway Commissioner. Any proposed placement of an object, structure, or growth shall be clearly noted on the access permit application and shall be limited to items such as mail boxes, fire number posts, culverts, apron end walls, delineators, reflectors, and items specifically required for construction of an access. No objects which are of a non-breakaway design shall be allowed within the clear zone of the County Trunk Highway, as defined by the Wisconsin Department of Transportation Facilities Development Manual Chapter 11.0. Said permit shall be placed in clear view as near to the point of proposed construction or access as possible.

An access permit shall expire one year from the date of issuance. All construction must be completed within this time with the final approval inspection made by the Highway Commissioner. The Highway Commissioner may extend approval of an access permit once for a maximum of an additional six (6) months.

The permit recipient shall be liable for all materials, labor and other costs connected with the construction of the access within the highway right-of-way. The County shall not be liable for any damage or injury which results from the construction of an access. Iowa County shall not be responsible for any maintenance of a private access/access culvert including the removal of snow, ice, or sleet from the access.

Temporary driveways. A temporary driveway may be installed under the issuance of a one-time per property Work-in-Right-of-Way permit; however, the temporary driveway must be removed within one year of the date of the issuance of the Work-in-Right-of-Way permit. The removal of the driveway must restore the right-of-way to its' pre-existing condition. And any temporary driveway constructed shall meet the requirements of this ordinance with exception to the centerline-to-centerline driveway spacing requirements listed in Section 5 (d) (6) listed herein.

(d) Hazard Marking and Lighting

Any access location during construction within the right-of-way shall be provided with adequate hazard marking and lighting to prevent possible accidents. The hazard marking and lighting shall be the responsibility of the owner of the parcel to which the access will enter. Driveway markers may be installed at access points to aid in entry during low visibility timeframes. Any markers utilized shall be designed as a breakaway type when struck by a vehicle.

Lighting for delineation of driveways shall not be allowed within the right of way. Owners may install lighting of low intensity along their driveways on private property; off of highway right of way in accordance with any zoning requirements.

Wisconsin State Statute 346.41 (3) precludes the use of any red or amber reflector within the highway right of way.

"No person shall place or maintain, or allow to be displayed any red or amber reflector within the limits of the highway boundaries at or near the entrance to a private road or driveway. The use of blue reflectors is permitted provided there is no disapproval by the highway authority in charge of maintenance of the highway."

Landowners shall be allowed to install blue reflectors to illuminate private entrances at night or during poor visibility to facilitate entry. Reflectors, if installed on the right-of-way; shall be located within ten (10) feet of the right-of-way line and along the driveway. Reflectors installed on right-of-way shall be retroreflective in compliance with the Manual of Uniform

Traffic Control Devices and 3 inches in diameter. Reflectors shall be allowed in a vertical arrangement of one to three. The top of the top reflector shall be mounted at a height of four (4) feet above the near edge of the driveway surface it is installed to delineate.

(f) Appeals

Any person aggrieved by any decision made in the administration of this ordinance may appeal to the Iowa County Public Works Transportation Committee. Appeals shall be filed within thirty (30) calendar days following the administrative decision by the Highway Commissioner. Appeals shall be filed in writing with the Highway Commissioner. The appeal shall specify the legal description of the parcel and access location in question and the reason given for the appeal.

The Public Works Highway Committee shall make a decision on the appeal within sixty (60) calendar days from the day the appeal was filed. The decision of the Public Works Highway Committee shall be made by the majority present.

(g) Violations and Penalties

- 1) Violations may be pursued by either the issuance of a citation, referral to the District Attorney's Office as a formal complaint or both as authorized by this Ordinance.
- ~~1) Any person who fails to comply with the provisions of this ordinance, or with any order of Iowa County or the Highway Commissioner issued in accordance with this ordinance, may be subject to a forfeiture of not less than \$10.00 nor more than \$200.00 plus court costs. The issuance of a citation by Iowa County shall not be deemed as waiver of further enforcement action, and payment of this citation shall not be deemed as compliance. Each violation and each day in which a violation continues to exist shall constitute a separate offense.~~
- 2) Any construction which is in violation of this Ordinance shall immediately cease upon written order or the placement of a notification of violation at the site by Iowa County or the Highway Commissioner, and construction may not resume until the order is released by the County or the Highway Commissioner.
- 3) Violations of this Ordinance shall be prosecuted by Iowa County Corporation Counsel upon referral from the Highway Commissioner.

4) Any person who fails to comply with the provisions of this ordinance, or with any order of Iowa County or the Highway Commissioner issued in accordance with this ordinance, may be subject to a forfeiture of not less than \$10.00 nor more than \$200.00 plus court costs for each violation. The issuance of a citation by Iowa County shall not be deemed as waiver of further enforcement action, and payment of this citation shall not be deemed as compliance. Each violation and each day in which a violation continues to exist shall constitute a separate offense.

5) After the fact fees: The following fees apply for construction of a driveway begun before a required permit is secured:

a. First Offense – Triple the regular fee

b. Second Offense - Quadruple the regular fee

c. Third Offense - Quadruple the regular fee plus a citation.

Each offense is exonerated if, after 36 months, there have been no subsequent offenses by the property owner. These fees pertain to the property owner regardless whether the effected property is the same from one offense to another; and regardless of who may have installed the driveway.

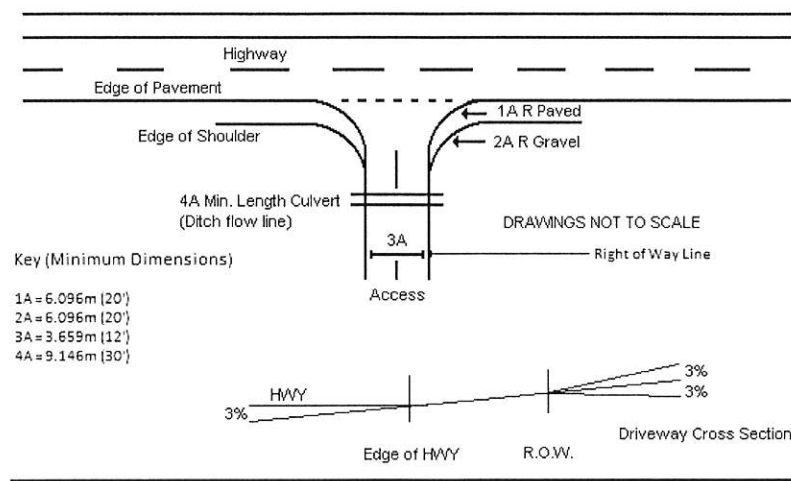
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TYPE "A" RESIDENTIAL ACCESS

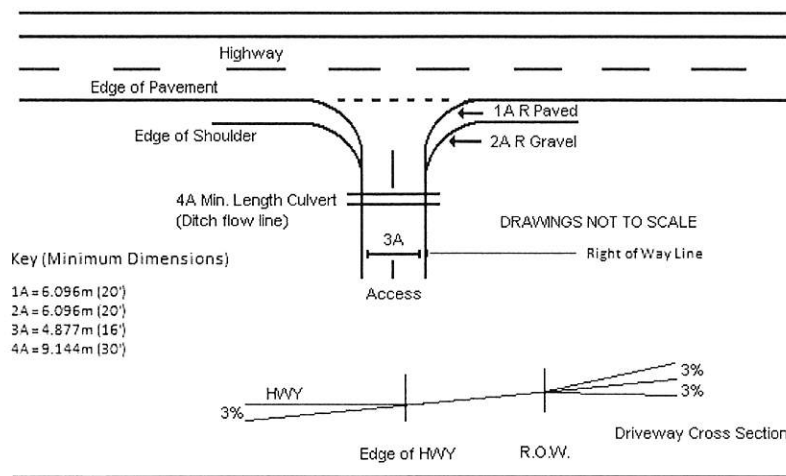
Access Design Standards



For Access Described in Section 5 f. (12a)

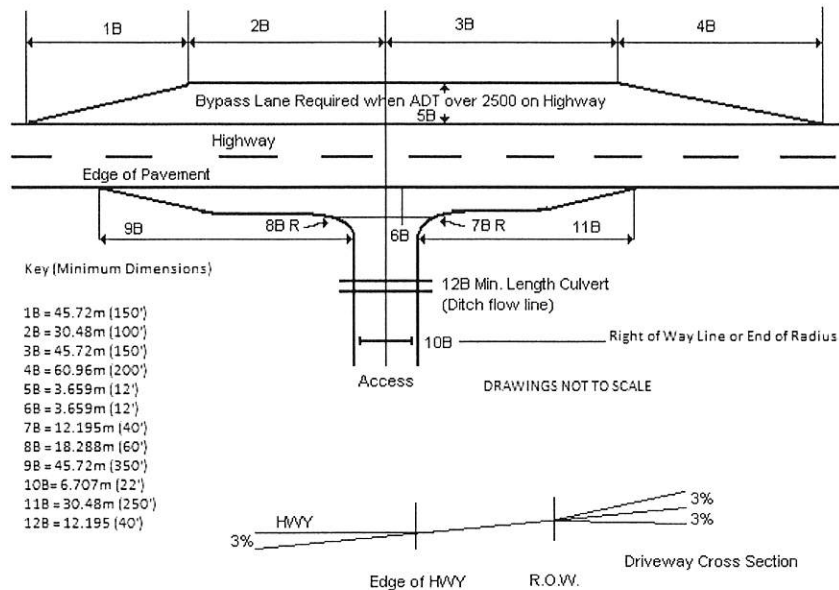
TYPE “B” AGRICULTURAL FIELD ACCESS

Access Design Standards



For Access Described in Section 5 f. (12b)

TYPE "C" COMMERCIAL ACCESS



For Access Described in Section 5 f. (12c)

The diagram illustrates the geometry of a highway interchange. The top plan view shows a highway with a bypass lane and a 13C min length culvert. Dimensions 1C through 12C define the various segments and offsets. The bottom cross-section view shows the highway (HWY) and driveway cross-section with 3% slopes. The right of way line is also indicated.

Key (Minimum Dimensions)

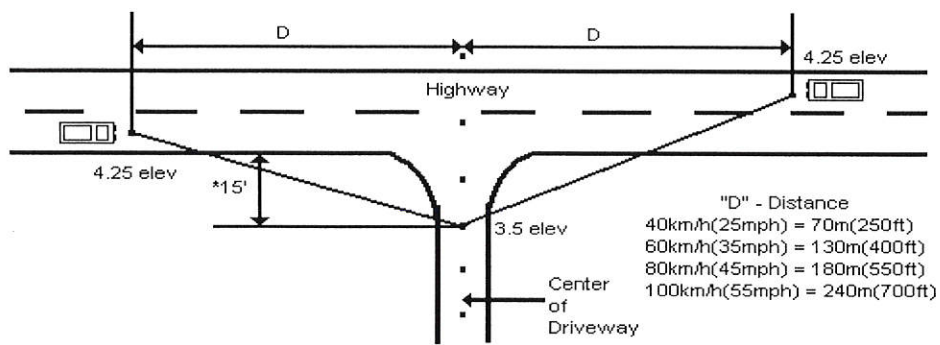
- 1C = 45.72m (150')
- 2C = 30.48m (100')
- 3C = 45.72m (150')
- 4C = 60.96m (200')
- 5C = 3.659m (12')
- 6C = 3.659m (12')
- 7C = 45.72m (150')
- 8C = 15.24m (50')
- 9C = 18.288m (60')
- 10C = 12.195m (40')
- 11C = 30.48m (100')
- 12C = 6.707m (22')
- 13C = 12.195m (40')

Other Labels:

- Bypass lane required when ADT over 1000 on Highway
- Highway
- Edge of Pavement
- 9C R
- 10C R
- 13C Min Length culvert (Ditch flow line)
- Access
- Right of Way Line or End of Radius
- DRAWINGS NOT TO SCALE
- HWY
- Edge of HWY
- R.O.W.
- Driveway Cross Section
- 3%
- 3%

18

VISION CORNER DIAGRAM



DRAWINGS NOT TO SCALE

For Access Described in Section 5 f. (15)

AGENDA ITEM COVER SHEET

Title: Pay Grade reclassification for the Deputy County Clerk

☒ Original

☐ Update

TO BE COMPLETED BY COUNTY DEPARTMENT HEAD

DESCRIPTION OF AGENDA ITEM (Please provide detailed information, including deadline):

A big change for the position is the Statewide Voters Registration System (WisVote). The overall responsibility and knowledge for the election system is completed by this position. The enhanced responsibilities include taking the lead with respect to maintaining the database of registered voters for 23 municipalities in the county, organizes elections online for voter information on candidates and races, determines correct ward and district for voters based upon map boundaries, continuous updating regarding election administration laws, tracks the date of all absentee ballots sent and returned and enters all voter registration forms for the municipalities and enters all voters who voted in each election.

Carlson Dettmann Consulting reviewed the revised essential functions of this position and is recommending a Grade H classification.

RECOMMENDATIONS (IF ANY):

The General Government Committee is recommending the reclassification.

ANY ATTACHMENTS? (Only 1 copy is needed)

☒ Yes

☐ No

If yes, please list below:

Job Description

FISCAL IMPACT:

If the Committee and Board approves the request there will be a fiscal impact beginning December 19th. My 2019 wage line item will be over budget, but it will not impact my overall department budget as the increase will be made up in other areas of the budget, the most likely area being the election budget.

2019 budget impact is \$2,074.25

2018 budget impact is \$21.66

LEGAL REVIEW PERFORMED:

☐ Yes

☒ No

PUBLICATION REQUIRED:

☐ Yes

☒ No

PRESENTATION?:

☒ Yes

☐ No

How much time is needed? 5 Minutes

COMPLETED BY: Greg Klusendorf

DEPT: County Clerk

2/3 VOTE REQUIRED:

☐ Yes

☒ No

TO BE COMPLETED BY COMMITTEE CHAIR

MEETING DATE:

AGENDA ITEM #

COMMITTEE ACTION:



IOWA COUNTY

DESCRIPTION OF DAILY DUTIES

JOB TITLE: Deputy County Clerk/Elections Specialist

DEPARTMENT / SECTION: County Clerk

DIVISION: County Clerk

ACCOUNTABLE TO: County Clerk

DATE REVIEWED: Revised

PURPOSE OF POSITION:

The Deputy County Clerk/Election Specialist shall aid in the performance of the duties of the clerk under the clerk's direction, and in case of absence or of a vacancy of the clerk, shall perform all the duties of the clerk. These duties are secretarial, accounting, budget and tax administration, acting as an agent of the state in matters concerning elections, issuing marriage licenses and issuing dog licenses and other miscellaneous statutory responsibilities related to legal actions, tax deeds, and contracts as required under Wisconsin State Statute 59.23. The position also maintains the Statewide Voter Registration System.

Daily Tasks	DESCRIPTION	%
1.	Performs duties imposed on the clerk in relation to the notification of elections such as publishing notices of elections, preparing and distribution of ballots, poll lists, and other supplies to all municipal clerks, receives election supplies from the municipal clerks after elections, enters the election canvass, certification of results.	
2.	Statewide Voters Registration System (WisVote) – takes the lead with respect to maintaining the database of registered voters for 23 municipalities in the county, organizes elections online for voter information on candidates and races, determines correct ward and district for voters based upon map boundaries, continuous updating regarding election administration laws. Tracks the dates of all absentee ballots sent and returned for all 23 municipalities. Enters all the voter registration forms for the municipalities and enters all voters who voted in each election.	
3.	Issuance of marriage licenses including inputting the marriage application into the state system, ordering supplies and reconciling the marriage license fees to the General Ledger.	
4.	Requisitions, records numbers and distributes dog licenses to local treasurers, maintains countywide dog license records, collects	

	settlement fees from the municipal treasurers, prepares the annual report to DATCP and reconciles the amount to the General Ledger.	
5.	Assist with data entry of payroll for county departments.	
6.	Summarizes all the county meetings for the quarterly County Board payroll.	
7.	Maintains a copy of the car insurance of all county employees in order for the county to pay them mileage. Has to make sure the insurance is up to date.	
8.	Processes all the vouchers for all departments except for Bloomfield, Highway and Social Services/ADRC, pays and files the vouchers and corresponding paperwork.	
9.	Central purchasing of office supplies for County Departments, which includes evaluating bids for the purchase of supplies such as paper and other items. Evaluate vendors to determining those that best meet the county's needs at the lowest cost and bills appropriate departments and accounts for items purchased.	
10.	Evaluates price and quality and orders furniture for Environmental Services as needed.	
11.	Reconciles the county credit card at the end of each month, charges each department's purchases to the proper account, writes up the voucher and pays the bill.	
12.	Sends out the W-9 Forms to new vendors, maintains the W-9 forms and codes the vendor files in the financial software.	
13.	Type correspondence, forms, letters, agendas, and performs other clerical support for the County Clerk, County Board Chairman, County Board and/or Committees.	
14.	Schedule meetings in the county meeting rooms.	
15.	Maintains all Facility Permit Application Forms for use of county meeting rooms by outside groups.	
16.	Assist in posting, collecting and filing all committee agendas and committee minutes.	
17.	Assist in posting all agendas and minutes to the County website.	
18.	Assist the County Clerk in the soliciting of bids.	
19.	Assist the County Clerk in all aspects of county insurance (property &	

	liability).	
20.	Prepare and maintains the annual county directory.	
21.	Prepare and compile the County Board Proceedings book.	
22.	Assist the County Clerk in the preparation of the budget for the Clerk's office.	
23.	Maintain and collect all tourism information and make it available to the public.	
24.	Works with county maintenance in ordering supplies, contacting vendors when needed and other tasks as needed.	
25.	Reconciles, prepares vouchers and pays municipal libraries for library service to Iowa County residents.	
26.	Prepares vouchers and pays all County cemeteries for the care of Veterans graves.	
27.	Maintains Courthouse postage meter, ensures adequate funds are deposited for use, updates postage meter due to changes in Postal Service rates and other updates, maintains adequate supplies for the meter, charges back postage to all departments. Sorts the mail for courthouse offices.	
28.	Assist in the payment of DNR Snowmobile Trail Maintenance grants to Iowa County Snowmobile Clubs.	
29.	Issue Intent to Cut Notices, files and mails copies to the Town Board Chairperson and the DNR.	
30.	Compiles and fills out tax apportionment sheets and forwards to all County Municipalities.	
31.	Maintains Courthouse key inventory, distributes, and receives keys.	
32.	Greets visitors, in person or by telephone, ascertains nature of business and conducts the visitors to the appropriate person or department.	

AGENDA ITEM COVER SHEET

Title: Vestibule Investments Lot Line

☒ Original

☐ Update

TO BE COMPLETED BY COUNTY DEPARTMENT HEAD

DESCRIPTION OF AGENDA ITEM (Please provide detailed information, including deadline):

Vestibule Investments, LLC owns a property on Highway 23 in the City of Dodgeville (between Dodgeville community sign and Casey's Market). The property has a building located on it and the building is for sale. Iowa County owns the lot with the community sign on it directly next to the Vestibule Investments property. The lot line separating our two properties is directly under the Vestibule Investments building.

Vestibule Investments, LLC would like Iowa County to assist in "cleaning up" the lot lines by deeding the property under their building to them. The Highway Commissioner and I have discussed the impact and would prefer to see the road right of way maintained. Vestibule Investments has incorporated our request into their proposal.

Since the remaining parcel would be very small, I have asked Vestibule Investments to request the County deed the entire parcel to them. Enclosed are maps of that transaction. Vestibule Investments would further deed a portion of the property to the public (City of Dodgeville) and offer the City an easement to maintain the City Sign.

Bottom line: This would relieve the County from involvement in maintaining a small lot, fix a private non-conforming lot, and provide the City of Dodgeville with an official easement to access/maintain their community sign.

RECOMMENDATIONS (IF ANY):

ANY ATTACHMENTS? (Only 1 copy is needed)

☒ Yes

☐ No

If yes, please list below:

Attached are several maps intended to provide you with information about the site and location of the existing and proposed lot line locations.

FISCAL IMPACT:

Should Iowa County move forward with approval of the request, the property would be transferred from Iowa County ownership to Vestibule Investments, LLC. This would not have a fiscal impact to Iowa County.

LEGAL REVIEW PERFORMED:

☐ Yes

☒ No

PUBLICATION REQUIRED:

☐ Yes

☒ No

STAFF PRESENTATION?:

☐ Yes

☒ No

How much time is needed? _____

COMPLETED BY: Larry Bierke

DEPT: County Administrator

2/3 VOTE REQUIRED: ☐ Yes ☒ No

TO BE COMPLETED BY COMMITTEE CHAIR

MEETING DATE:

AGENDA ITEM #

COMMITTEE ACTION:

0 50' 100' 200' 400'



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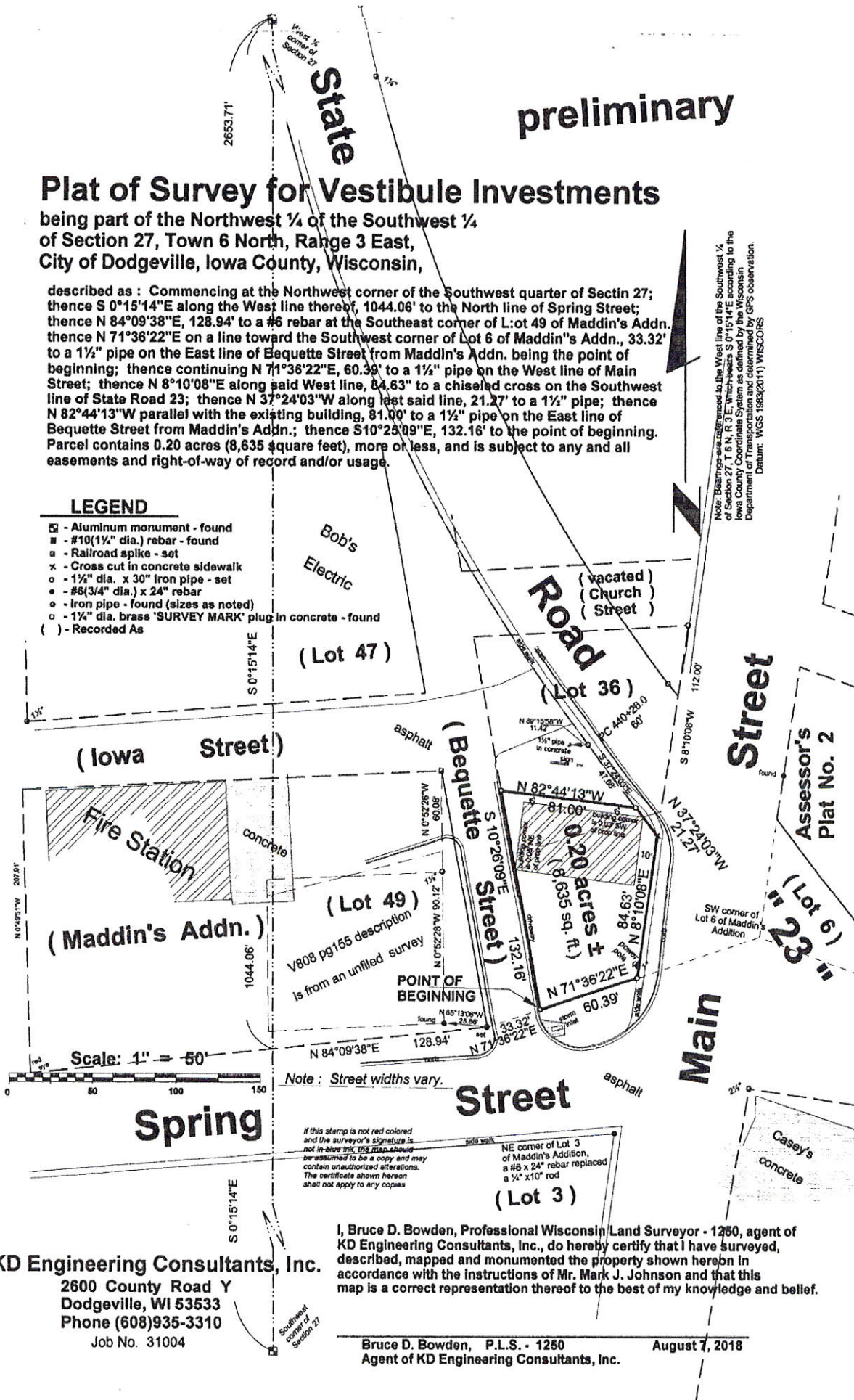
Plat of Survey for Vestibule Investments

being part of the Northwest 1/4 of the Southwest 1/4 of Section 27, Town 6 North, Range 3 East, City of Dodgeville, Iowa County, Wisconsin,

described as : Commencing at the Northwest corner of the Southwest quarter of Sectin 27; thence S 0°15'14"E along the West line thereof, 1044.06' to the North line of Spring Street; thence N 84°09'38"E, 128.94' to a #6 rebar at the Southeast corner of Lot 49 of Maddin's Addn. thence N 71°36'22"E on a line toward the Southwest corner of Lot 6 of Maddin's Addn., 33.32' to a 1/2" pipe on the East line of Bequette Street from Maddin's Addn. being the point of beginning; thence continuing N 71°36'22"E, 60.39' to a 1/2" pipe on the West line of Main Street; thence N 8°10'08"E along said West line, 84.63' to a chiseled cross on the Southwest line of State Road 23; thence N 37°24'03"W along last said line, 21.27' to a 1/2" pipe; thence N 82°44'13"W parallel with the existing building, 81.00' to a 1/2" pipe on the East line of Bequette Street from Maddin's Addn.; thence S10°25'09"E, 132.16' to the point of beginning. Parcel contains 0.20 acres (8,635 square feet), more or less, and is subject to any and all easements and right-of-way of record and/or usage.

LEGEND

- ☐ - Aluminum monument - found
- - #10(1 1/2" dia.) rebar - found
- ▣ - Railroad spike - set
- ✕ - Cross cut in concrete sidewalk
- - 1 1/2" dia. x 30" iron pipe - set
- - #8(3/4" dia.) x 24" rebar
- ◉ - Iron pipe - found (sizes as noted)
- ◌ - 1 1/2" dia. brass 'SURVEY MARK' plug in concrete - found
- () - Recorded As



Note: Bearings were referenced to the West line of the Southwest 1/4 of Section 27, T 6 N, R 3 E, which bears S 0°15'14"E according to the Iowa County Coordinate System as defined by the Wisconsin Department of Transportation and determined by GPS observation. Datum: WGS 1983(2011) WISCONSIN

KD Engineering Consultants, Inc.
2600 County Road Y
Dodgeville, WI 53533
Phone (608)935-3310
Job No. 31004

I, Bruce D. Bowden, Professional Wisconsin Land Surveyor - 1250, agent of KD Engineering Consultants, Inc., do hereby certify that I have surveyed, described, mapped and monumented the property shown hereon in accordance with the instructions of Mr. Mark J. Johnson and that this map is a correct representation thereof to the best of my knowledge and belief.

Bruce D. Bowden, P.L.S. - 1250
Agent of KD Engineering Consultants, Inc.

August 7, 2018

preliminary

Plat of Survey for Vestibule Investments

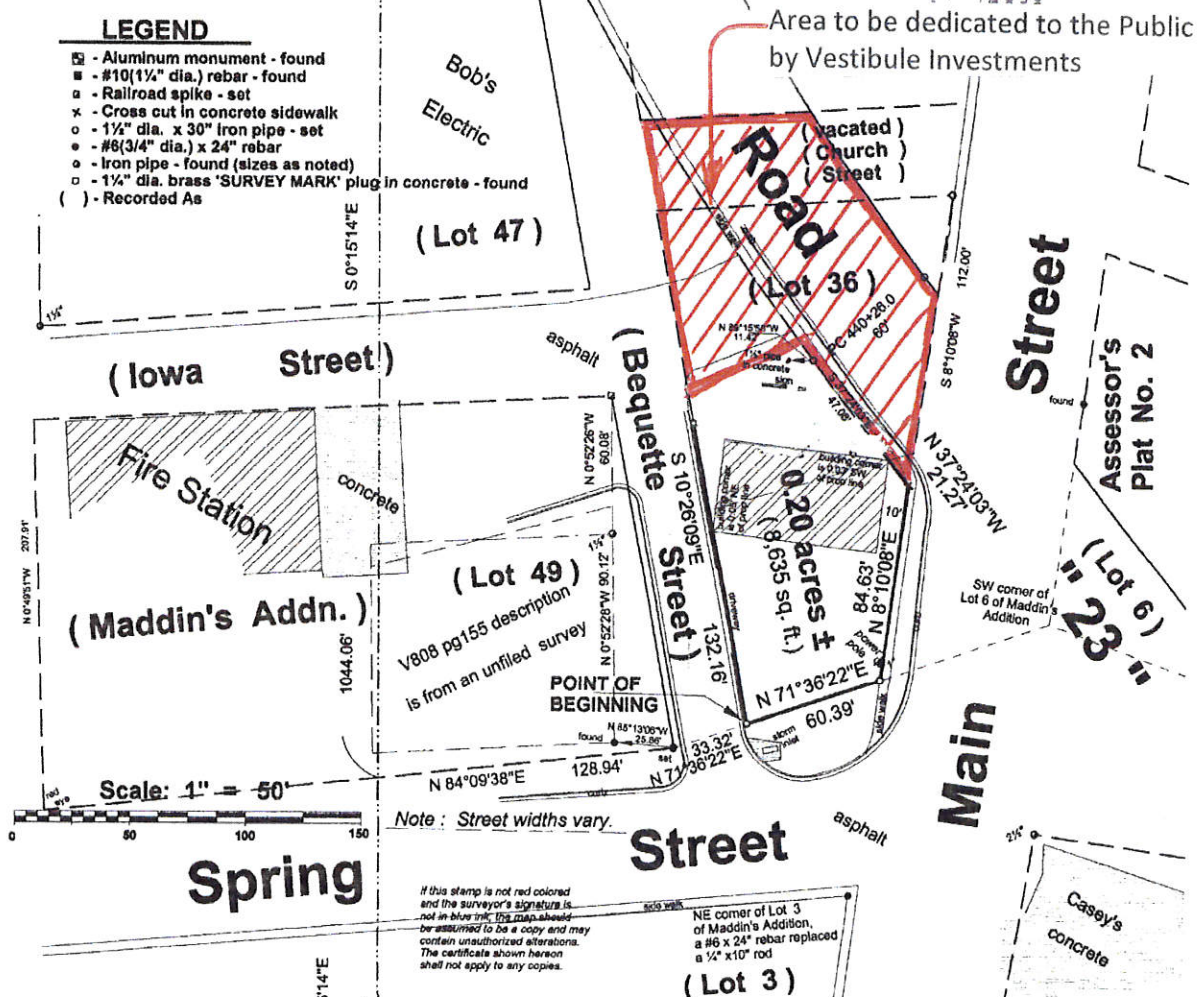
being part of the Northwest 1/4 of the Southwest 1/4
of Section 27, Town 6 North, Range 3 East,
City of Dodgeville, Iowa County, Wisconsin,

described as : Commencing at the Northwest corner of the Southwest quarter of Sectin 27;
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thence N 84°09'38"E, 128.94' to a #6 rebar at the Southeast corner of Lot 49 of Maddin's Addn.
thence N 71°36'22"E on a line toward the Southwest corner of Lot 6 of Maddin's Addn., 33.32'
to a 1/2" pipe on the East line of Bequette Street from Maddin's Addn. being the point of
beginning; thence continuing N 71°36'22"E, 60.39' to a 1/2" pipe on the West line of Main
Street; thence N 8°10'08"E along said West line, 84.63' to a chiseled cross on the Southwest
line of State Road 23; thence N 37°24'03"W along said line, 21.27' to a 1/2" pipe; thence
N 82°44'13"W parallel with the existing building, 81.00' to a 1/2" pipe on the East line of
Bequette Street from Maddin's Addn.; thence S10°25'09"E, 132.16' to the point of beginning.
Parcel contains 0.20 acres (8,635 square feet), more or less, and is subject to any and all
easements and right-of-way of record and/or usage.

bearings were referenced to the West line of the Southwest 1/4
 of Section 27, Town 6 North, Range 3 East, which bears S 0°15'14"E according to the
 only Coordinate System as defined by the Wisconsin
 Department of Transportation and determined by GPS observation.
 Datum: WGS 1983(2011) WISCONSIN

LEGEND

- - Aluminum monument - found
- - #10(1 1/2" dia.) rebar - found
- - Railroad spike - set
- x - Cross cut in concrete sidewalk
- - 1 1/2" dia. x 30" iron pipe - set
- - #6(3/4" dia.) x 24" rebar
- - Iron pipe - found (sizes as noted)
- - 1 1/2" dia. brass "SURVEY MARK" plug in concrete - found
- () - Recorded As



KD Engineering Consultants, Inc.

2600 County Road Y
Dodgeville, WI 53533
Phone (608)935-3310
Job No. 31004

I, Bruce D. Bowden, Professional Wisconsin Land Surveyor - 1250, agent of
KD Engineering Consultants, Inc., do hereby certify that I have surveyed,
described, mapped and monumented the property shown hereon in
accordance with the instructions of Mr. Mark J. Johnson and that this
map is a correct representation thereof to the best of my knowledge and belief.

Bruce D. Bowden, P.L.S. - 1250
Agent of KD Engineering Consultants, Inc.

August 7, 2018

preliminary

Plat of Survey for Vestibule Investments

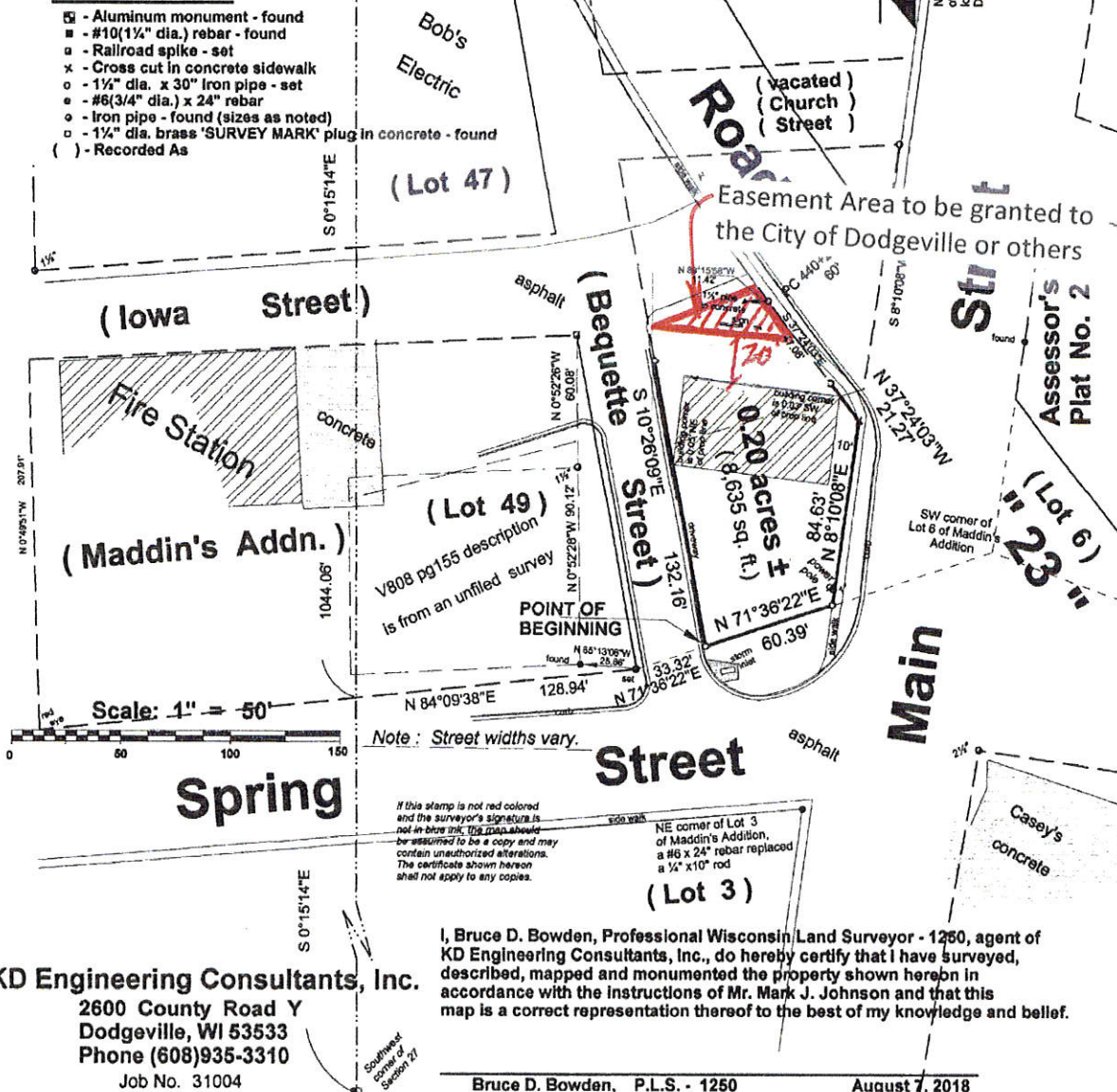
being part of the Northwest 1/4 of the Southwest 1/4 of Section 27, Town 6 North, Range 3 East, City of Dodgeville, Iowa County, Wisconsin,

described as : Commencing at the Northwest corner of the Southwest quarter of Sectin 27; thence S 0°15'14"E along the West line thereof, 1044.06' to the North line of Spring Street; thence N 84°09'38"E, 128.94' to a #6 rebar at the Southeast corner of Lot 49 of Maddin's Addn. thence N 71°36'22"E on a line toward the Southwest corner of Lot 6 of Maddin's Addn., 33.32' to a 1 1/2" pipe on the East line of Bequette Street from Maddin's Addn. being the point of beginning; thence continuing N 71°36'22"E, 60.39' to a 1 1/2" pipe on the West line of Main Street; thence N 8°10'08"E along said West line, 84.63' to a chiseled cross on the Southwest line of State Road 23; thence N 37°24'03"W along last said line, 21.27' to a 1 1/2" pipe; thence N 82°44'13"W parallel with the existing building, 81.00' to a 1 1/2" pipe on the East line of Bequette Street from Maddin's Addn.; thence S10°25'09"E, 132.16' to the point of beginning. Parcel contains 0.20 acres (8,635 square feet), more or less, and is subject to any and all easements and right-of-way of record and/or usage.

LEGEND

- - Aluminum monument - found
- - #10(1 1/4" dia.) rebar - found
- - Railroad spike - set
- x - Cross cut in concrete sidewalk
- - 1 1/2" dia. x 30" iron pipe - set
- - #6(3/4" dia.) x 24" rebar
- - Iron pipe - found (sizes as noted)
- - 1 1/4" dia. brass 'SURVEY MARK' plug in concrete - found
- () - Recorded As

Note: Bearings were referenced to the West line of the Southwest 1/4 of Section 27, T 6 N, R 3 E, which bears S 0°15'14"E according to the Iowa County Coordinate System as defined by the Wisconsin Department of Transportation and determined by GPS observation. Datum: WGS 1983(2011) WISCONSIN



KD Engineering Consultants, Inc.
 2600 County Road Y
 Dodgeville, WI 53533
 Phone (608)935-3310
 Job No. 31004

I, Bruce D. Bowden, Professional Wisconsin Land Surveyor - 1250, agent of KD Engineering Consultants, Inc., do hereby certify that I have surveyed, described, mapped and monumented the property shown herein in accordance with the instructions of Mr. Mark J. Johnson and that this map is a correct representation thereof to the best of my knowledge and belief.

Bruce D. Bowden, P.L.S. - 1250
 Agent of KD Engineering Consultants, Inc.

August 7, 2018

preliminary

Plat of Survey for Vestibule Investments

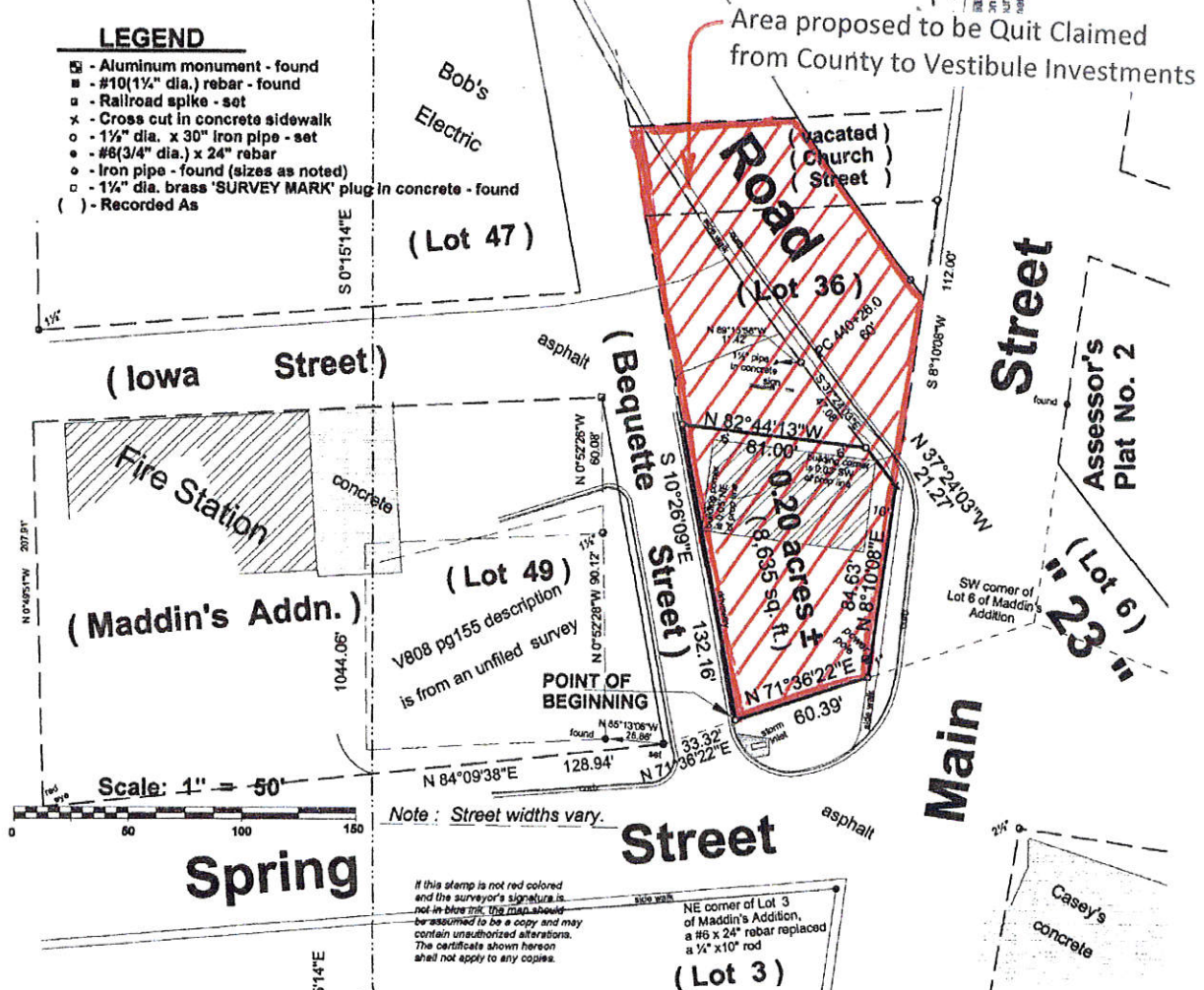
being part of the Northwest 1/4 of the Southwest 1/4
of Section 27, Town 6 North, Range 3 East,
City of Dodgeville, Iowa County, Wisconsin,

described as : Commencing at the Northwest corner of the Southwest quarter of Sectin 27;
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thence N 84°09'38"E, 128.94' to a #6 rebar at the Southeast corner of Lot 49 of Maddin's Addn.
thence N 71°36'22"E on a line toward the Southwest corner of Lot 6 of Maddin's Addn., 33.32'
to a 1 1/2" pipe on the East line of Bequette Street from Maddin's Addn. being the point of
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line of State Road 23; thence N 37°24'03"W along last said line, 21.27' to a 1 1/2" pipe; thence
N 82°44'13"W parallel with the existing building, 81.00' to a 1 1/2" pipe on the East line of
Bequette Street from Maddin's Addn.; thence S 10°26'09"E, 132.16' to the point of beginning.
Parcel contains 0.20 acres (8,635 square feet), more or less, and is subject to any and all
easements and right-of-way of record and/or usage.

Bearings were determined to the West line of the Southwest 1/4
 of Section 27, T. 6 N., R. 3 E., which bears S 0°15'14"E according to the
 Wisconsin Coordinate System as defined by the Wisconsin
 Department of Transportation and confirmed by GPS observation.
 Datum: WGS 1983 (2011) WISCONSIN

LEGEND

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KD Engineering Consultants, Inc.

2600 County Road Y
Dodgeville, WI 53533
Phone (608)935-3310
Job No. 31004

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described, mapped and monumented the property shown hereon in
accordance with the instructions of Mr. Mark J. Johnson and that this
map is a correct representation thereof to the best of my knowledge and belief.

Bruce D. Bowden, P.L.S. - 1250
Agent of KD Engineering Consultants, Inc.

August 7, 2018

AGENDA ITEM COVER SHEET

Title: Badger Hollow Solar Local Operating Contract

☒ Original

☐ Update

TO BE COMPLETED BY COUNTY DEPARTMENT HEAD

DESCRIPTION OF AGENDA ITEM (Please provide detailed information, including deadline):

The solar document attached has been through many revisions over the past few months. The attached copy was discussed most recently at the Executive Committee on December 11th. Prior to that, the County Board reviewed a version of this document at their November 20th meeting and referred the document back to the Executive Committee in order to have several concerns addressed. As noted, some changes were incorporated into the document since that meeting.

The Executive Committee made further changes to the document and voted unanimously to recommend approval.

RECOMMENDATIONS (IF ANY):

Consider the attached "Local Operating Contract".

ANY ATTACHMENTS? (Only 1 copy is needed)

☒ Yes

☐ No

If yes, please list below:

Attached is the "Local Operating Contract" in its latest form. A red-lined copy and a final version are included in your packet.

FISCAL IMPACT:

This project if approved by the PSC would generate over \$600,000 of annual income to Iowa County. This document provides certain assurances during construction and throughout the life of the project.

LEGAL REVIEW PERFORMED:

☒ Yes

☐ No

PUBLICATION REQUIRED:

☐ Yes

☒ No

STAFF PRESENTATION?:

☐ Yes

☒ No

How much time is needed? _____

COMPLETED BY: Larry Bierke

DEPT: County Administrator

2/3 VOTE REQUIRED:

☐ Yes

☒ No

TO BE COMPLETED BY COMMITTEE CHAIR

MEETING DATE:

AGENDA ITEM #

COMMITTEE ACTION:

This Local Operating Contract (LOC) by and among Badger Hollow Solar Farm LLC ("Project Owner"), an affiliate of Invenergy LLC, and Iowa County and Eden, Linden and Mifflin Townships of Iowa County, Wisconsin (collectively, the "Local Governments"). Collectively, Project Owner and the Local Governments are referred to as The Parties.

RECITALS:

- A. Project Owner desires to develop, construct and operate an up to 300 megawatt (MW) solar photovoltaic electrical generating facility with necessary associated facilities such as underground power collection lines, access roads, operating and maintenance facility, electrical substation and overhead transmission line connection in the Towns of Eden, Linden and Mifflin in Iowa County, Wisconsin (the "Project").
- B. The Parties agree that it is in the best interest of each to memorialize the rights, obligations and responsibilities of the Parties with respect to the Project's use of County and Town roads, rights-of-way and drainage systems during construction and operation of the Project.
- C. The Parties agree that the Project is under the jurisdiction of the Public Service Commission of Wisconsin ("PSCW").

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements contained herein, the Parties to this LOC hereby stipulate and agree as follows:

- 1. **Planning.** The Parties understand and recognize that approval of the Project is under the jurisdiction of the PSCW and that the Project must seek concurrence and approval from the PSCW for substantive site design changes. The following exhibits are attached to this LOC:
 - a. Proposed Site Plan: Exhibit A is the proposed plan for aboveground facilities of the Project.
 - b. Proposed Haul Route: Exhibit B is a map depicting proposed Project equipment Haul Routes.
 - c. Construction Schedule: Exhibit C is the proposed Project schedule.

Updated exhibits shall be provided after issuance of a Certificate Public Convenience and Necessity ("CPCN") by the PSCW.

At least 60 days prior to the start of construction, Project Owner shall meet (the "pre-construction meeting") with County and Town officials responsible for roads and drainage and local emergency responders to present final plans for use of public roads, location of equipment laydown yards, finalize construction scheduling and discuss safety practices and coordinate local emergency response capabilities. Project Owner shall advise attendees of planned equipment and material delivery types and schedules. The Parties shall identify safety concerns and

structural issues of any road or structure and propose mutually acceptable alternative routes or remediation methods for alleviating such concerns and issues.

At any time during the operation of the Project, if Project Owner proposes modifications to the Project that require a new permitting review from the PSCW, Project Owner shall meet with the applicable Local Governments affected by such modifications and negotiate in good faith any applicable changes to this LOC that are requested by the Local Governments due to such facility changes.

2. **Initial Evaluation.** At the pre-construction meeting, the parties shall decide upon a scope of work for evaluating the condition of road and structures and drainage infrastructure immediately prior to construction, which evaluation shall be at Project Owner's expense. The Project Owner shall provide a complete copy of the evaluation ("Initial Evaluation") to the Local Governments prior to starting construction. Project Owner shall consider whether each segment of road that is to be used is likely to withstand the proposed construction traffic and propose reasonable upgrades if applicable in order to maintain safe driving conditions for the public.
3. **Use of Roads.** The Parties agree that the Project Owner and its successors, assigns, contractors, agents and representatives may use public roads as part of the construction, operation, maintenance and repair of the Project. The Project Owner agrees to minimize the use of Town roads when practicable. The Parties acknowledge that in connection with construction, operation and maintenance of electric collection lines, communications cables and other equipment (the "Facilities"), that Project facilities may cross road rights-of-way and/or drainage systems. The Project Owner agrees that it shall seek and obtain all permits typically required of others, such as driveway permits and rights-of-way crossing permits. It is agreed that all road rights-of-way crossing shall be by underground borings perpendicular to the right-of-way, plus or minus 30 degrees. All underground borings shall commence and terminate outside of the right-of-way.
4. **Ownership.** Project Owner shall have the right to sell, assign, or lease all or portions of the Project or its Facilities to other parties and, in that event, such other parties shall, with Project Owner or, in the event of total assignment or transfer, in lieu of Project Owner, have the right, in the manner and to the same extent above, to operate the Facilities in, along, under, and across the same road rights-of-way and drainage systems. Project Owner, its successors or assigns, shall, at all times and at its sole expense, maintain the Facilities in good condition and repair. In the case of any such sale, assignment or lease of all or any portion of the Project or the Facilities, Project Owner shall have the right to assign its rights and obligations under this LOC without obtaining the prior consent of the Local Governments.
5. **Road Repair Obligations.** Following issuance of a permit to proceed with construction being issued by the PSCW, Project Owner will engage a professional engineer to prepare an "Initial Condition" report on all roads designated as "Haul Roads" in Exhibit B attached hereto. The same engineering firm will be engaged to prepare a post-construction road condition report on project "Haul Roads." These reports will serve as the basis for future discussions and decisions among the parties about needed post Project construction repairs. Project Owner shall issue a

Request for Proposals for road maintenance and restoration services during construction to a list of contractors which shall include, without limitation, local contractors familiar with conditions in the Project area. Throughout the construction of the Project, the Parties shall work cooperatively to maintain public road infrastructure in a safe condition for passage by the public.

During the ongoing construction of the Project, Project Owner, at its expense, shall repair any significant damage to Haul Roads due to any cause connected with the Project. In the event a hazardous road condition exists that presents a safety hazard to the public use of the road and is not promptly repaired by Project Owner within three (3) days after receipt of notice of the hazardous condition, the applicable road authority may make emergency road repairs, or order emergency road repairs to be performed by qualified contractors, and Project Owner will promptly reimburse the road authority for reasonable emergency road repairs.

At or near the end of Project construction, Project Owner, at its expense, shall have prepared and provide to the Local Governments, a Post Construction Road Condition Report. The Post Construction Roads Report will be the basis for preparation of the Final Roads and Drainage Restoration Plan ("Final Repairs Plan"). The Final Repairs Plan will be provided to the Parties. The Project Owner will cause repair of any damage to Haul Roads or drainage systems due to any cause connected with the Project, to as good or better than the condition they were in prior to construction, as documented in the Initial Evaluation. If no objections to the Final Repairs Plan are stated by the Parties within 30 days of receipt, Project Owner, at its expense, may commence work to the items set forth in the Final Repairs Plan. The Parties shall rely upon the Initial Evaluation for purposes of determining the type of repair required. Weather permitting, the final road repairs obligations shall be completed to the reasonable satisfaction of the Local Governments within 120 days of no frost condition, after the completion of construction of the Project or as mutually agreed upon by the Parties. Road repairs as set forth in the Final Repairs Plan shall include restoration of original condition of ditches, slopes, embankments or fills within the right-of-way unless special circumstances dictate otherwise, and specific approval has been requested by Project Owner and granted by the Local Governments. All materials and construction methods shall comply with the standards established by AASHTO for "utilities within highway right-of-way." All warning and work zone signs shall comply with the "Uniform Manual for Traffic Control Devices." Temporary road closures shall only be allowed after specific request by Badger Hollow and approval by road owner. Within 60 days of satisfactory completion of all work specified in the Final Repair Plan the County and each of the Towns shall provide Project Owner with a letter stating acceptance of satisfaction with work performed.

6. **Disputes.** Should a dispute arise between the Parties on whether the Final Repairs Plan adequately and completely describes repairs needed, the Parties agree that a final determination shall be made by an independent civil engineer licensed in Wisconsin and selected by mutual agreement (the "Independent Engineer"). If the Parties cannot agree on an Independent Engineer, they shall each select an independent engineer and the two independent engineers shall select a third independent engineer within thirty days, and this selected third

independent engineer shall be the Independent Engineer for settling such disputes.
Compensation for the Independent Engineer shall be shared by the Parties.

7. **Cooperation.** Project Owner and the Local Governments agree to communicate and cooperate in good faith concerning the safe construction and operation of the Project and preventing or correcting any adverse conditions that may be created by the Project.
8. **Drainage Infrastructure.** If drainage infrastructure or systems are damaged by any cause connected with the Project, Project Owner shall restore the drainage infrastructure or system to pre-existing condition or better. Pre-existing condition shall mean the flow capacity existing immediately prior to the Project commencing construction. Project Owner is responsible for all expenses related to repairs, relocations, reconfigurations and replacements of drainage infrastructure and systems that are damaged as a direct result of the Project.
9. **Replacement of Lost Property Tax Revenue.** Properties hosting qualifying utility generating facilities under Chapter 76 and approved by the Public Service Commission of Wisconsin are removed from the local property tax roll. The Local Governments will receive Utility Aid payments through the state Shared Revenue program. However, other local taxing bodies, such as school districts and fire departments are not provided alternative payments to compensate for lost property tax revenue. In the case of the Project, the following public institutions are currently receiving property tax revenue from land planned for inclusion in the Project:
 - a. Iowa Grant School District
 - b. Southwest Technical College
 - c. Cobb Eden Fire Department
 - d. Eden Ambulance

Project Owner will establish a program (the "Lost Revenue Program") to reimburse the listed taxing bodies for lost revenue following completion of the Project, when the specific, qualified utility properties are identified. The Lost Revenue Program will calculate the amount of lost revenue based on local tax rates for similar land and provide payment, including any future changes resulting from referendum. Payment amount for each taxing authority will be increased annually by Two Percent (2%).

10. **Revenue Hold Harmless.** The Parties agree that the shared revenue payments payable to the Towns and the County under current state law may be revised or revoked by future Legislatures. In the event that the shared revenue payments payable to the Towns and the County are eliminated by the Legislature, the Project Owner will reimburse the Towns at the rate of \$1,666.66 per installed megawatt and the County at the rate of \$2,333.33 per installed megawatt but only to the extent the amount promised is recoverable by the Project Owner through approval by the Public Service Commission of Wisconsin of rates under Wis. Stat 196.20. The Project Owner's obligation to make such payments shall be suspended if the State adopts or implements a new mechanism to replace the Utility Aid Shared Revenue payments, to the extent that the new payment system provides payments equal or greater than the payments produced under the Utility Aid Shared Revenue formula. In such case of suspension of

payments, the Project Owner's payment obligations as set forth herein will only be reinstated if such new payment system is eliminated by the Legislature.

11. **Public Safety and Emergency Medical Services.** Construction of a solar photovoltaic electrical generating facility does not create any unique or especially dangerous environments or situations for local emergency responders. Project Owner will require that all contractors on the site during construction meet all state, federal and industry best practice standards for employee and public safety. Project Owner intends to request meetings with site area Emergency Response agencies to provide project and facility familiarization and establish communication channels. Should any aspect of the Project construction or operations present unfamiliar equipment or situations for responders, Project Owner will arrange for adequate professional training to deal with those concerns.
12. **First Responder Communication Systems.** Project Owner agrees to cooperate with Iowa County Emergency Management to investigate complaints of radio system operations or quality problems in or near the Facilities. If the Facilities are shown to cause interference with normal operations of emergency service radio systems, Project Owner will cooperate with Iowa County Emergency Management to select a qualified contractor to identify specific interference remedies. Iowa County Emergency Management and Project Owner will cooperatively select a qualified contractor acceptable to both parties to perform necessary interference remedial work. Project Owner will be responsible for all reasonable costs associated with complaint investigation and correction by outside parties.
13. **Indemnification.** Project Owner agrees to defend, indemnify, and hold harmless the Local Governments and their supervisors, trustees, administrators, employees, and representatives (collectively the "Indemnified Parties") against any and all losses, damages, claims, expenses, including reasonable attorneys' fees, and liabilities for physical damage to the property of the Local Governments and for physical injury to any person, to the extent the same is a result of any activities or operations of Project Owner, its agents and employees, for the performance or non-performance of its duties pursuant to this LOC except to the extent caused by the negligence or intentional misconduct of the Local Governments. Furthermore, Project Owner agrees to defend, indemnify, and hold harmless the Indemnified Parties from any third party claims arising out of terms and conditions of this LOC, except to the extent that such claims are caused by the negligence or intentional misconduct of the Local Governments. This indemnification obligation shall survive the termination of this LOC.
14. **Insurance.** Project Owner shall at all times during construction and operation of the Project carry Commercial General Liability insurance with a minimum liability of \$5,000,000 per occurrence, and Automobile Liability insurance with a minimum liability limit of \$1,000,000 per occurrence. Or, if the Project Owner is a qualified self-insured in the State of Wisconsin, shall maintain not less than \$5,000,000 of claims-first-made excess general liability insurance on an occurrence basis over its self-insured retention that may change from time to time. Such excess insurance shall include automobile liability. Certificates of insurance will be provided to the Local Governments upon request.

17. **Security.** To guarantee compliance with the terms of this LOC, payment of costs incurred by the County or the Towns in accordance with this LOC, or the remediation of any damage caused by Project Owner's failure to comply with the terms of this LOC, Project Owner shall furnish security initially in the form of a bond. The bond shall remain in an amount equal to \$150,000, subject to allowable draws by the County or Towns.

After issuance of the Certificate of Completion, the security shall be reduced to an amount equal to \$50,000 in the form of a bond or other form of security determined by mutual agreement or shall remain as a bond if the Parties cannot agree, to complete any outstanding obligation of Project Owner under this LOC. The security shall remain in place throughout the term of this LOC to ensure compliance with Developer's warranty obligations.

18. **Compliance with Laws.** Project Owner shall at all times comply with all federal, state and local laws, statutes, ordinances, rules, regulations, judgments, and other valid orders of any government authority with respect to Project Owner's activities associated with the Project and shall obtain all permits, licenses, and orders required to conduct any and all such activities.
19. **Visual Considerations.** The Facilities and properties shall not be used for any type of advertising. The Project may erect and maintain a single project identification sign. The Project shall be minimally lighted so as not to disturb neighboring properties. Necessary lighting to provide safety and security of facilities shall be allowed. Project Owner will provide the Local Governments with a description of permanent Project lighting plans when available. Project Owner shall contact every owner of residential property immediately adjacent to solar arrays and discuss in good faith a reasonable, strategically-located visual buffer of plants that, upon mutual agreement, shall be installed at Project Owner's expense prior to the completion of construction of the Project.
20. **Decommissioning.** When operations of the Project cease, Project Owner shall, at its expense, remove all facilities to a depth of 4 feet and restore the land to a condition reasonably similar to pre-existing conditions. The Project's Access Roads can remain in place, subject to written approval by the landowner. The details of such a removal and restoration program shall be subject to the terms and conditions of the individual solar lease and easement agreements with landowners and the CPCN from the PSCW. Upon Project Owner's completion of the decommissioning obligations set forth in this paragraph 20, this LOC shall automatically terminate and be of no further force and effect.
21. **Relevant Law.** Any and all disputes arising under this LOC and/or relating to the actual development and/or construction of the Project shall be resolved pursuant to the laws of the State of Wisconsin.
22. **Setbacks.** Project Owner agrees to install the solar arrays with a minimum setback of (i) fifty (50) feet from the edge of the right of way for public roads, (ii) fifty (50) feet from the property boundary lines of non-participating landowners, and (iii) one hundred (100) feet from any non-participating landowner dwelling unit.

23. **Soil Types.** Project Owner shall implement commercially reasonable efforts to ensure that at least 10% of solar structures are constructed on land that is not considered either Class 1 or Class 2 soils pursuant to the NRCS Soil Survey database (SSURGO).
24. **Phasing.** The Parties acknowledge that the construction of the Project may take place through one or more phases at Project Owner's election. In the event Project Owner elects to construct the Project in phases, the obligations of Project Owner hereunder will, to the extent applicable, relate only to the respective phase of the Project then being undertaken by Project Owner.
25. **Notices.** Notices, requests, demands, and other communications shall be sent to the following addresses:

If to Project Owner:
Badger Hollow Solar Farm LLC
c/o INVENERGY LLC
Attn: Dan Litchfield
One South Wacker Drive, Suite 1900
Chicago, IL 60606
dlitchfield@invenergyllc.com
773-318-1289

If to Iowa County:
County Administrator
222 N. Iowa Street
Dodgeville, WI 53533
608.935.0318

If to Town of Eden:
Clerk, Town of Eden
302 Division Street
Cobb, WI 53526

If to Town of Mifflin:
Clerk, Town of Mifflin
1000 Lower Mifflin Road
Rewey, WI 53580

If to Town of Linden:
Clerk, Town of Linden
PO Box 446
Linden, WI 53553

All notices shall be in writing. Any notice shall be deemed to be sufficiently given (i) on the date, if delivered in person; (ii) five (5) days after being sent by United States registered or certified mail, postage prepaid, return receipt requested; or (iii) on the next Business Day if sent by overnight delivery service (e.g. Federal Express) to the notified Party at its address set

forth above. These addresses shall remain in effect unless another address is substituted by written notice. Notices may be sent via email transmission the email addresses provided, however, notice sent via email shall be followed by notice delivered by personal service or by registered or certified mail, return receipt requested, or by overnight delivery.

FOR IOWA COUNTY:

NAME: _____

TITLE: _____

Date: _____

FOR TOWN of EDEN:

NAME: _____

TITLE: _____

DATE: _____

FOR TOWN of LINDEN:

NAME: _____

TITLE: _____

DATE: _____

FOR TOWN of MIFFLIN:

NAME: _____

TITLE: _____

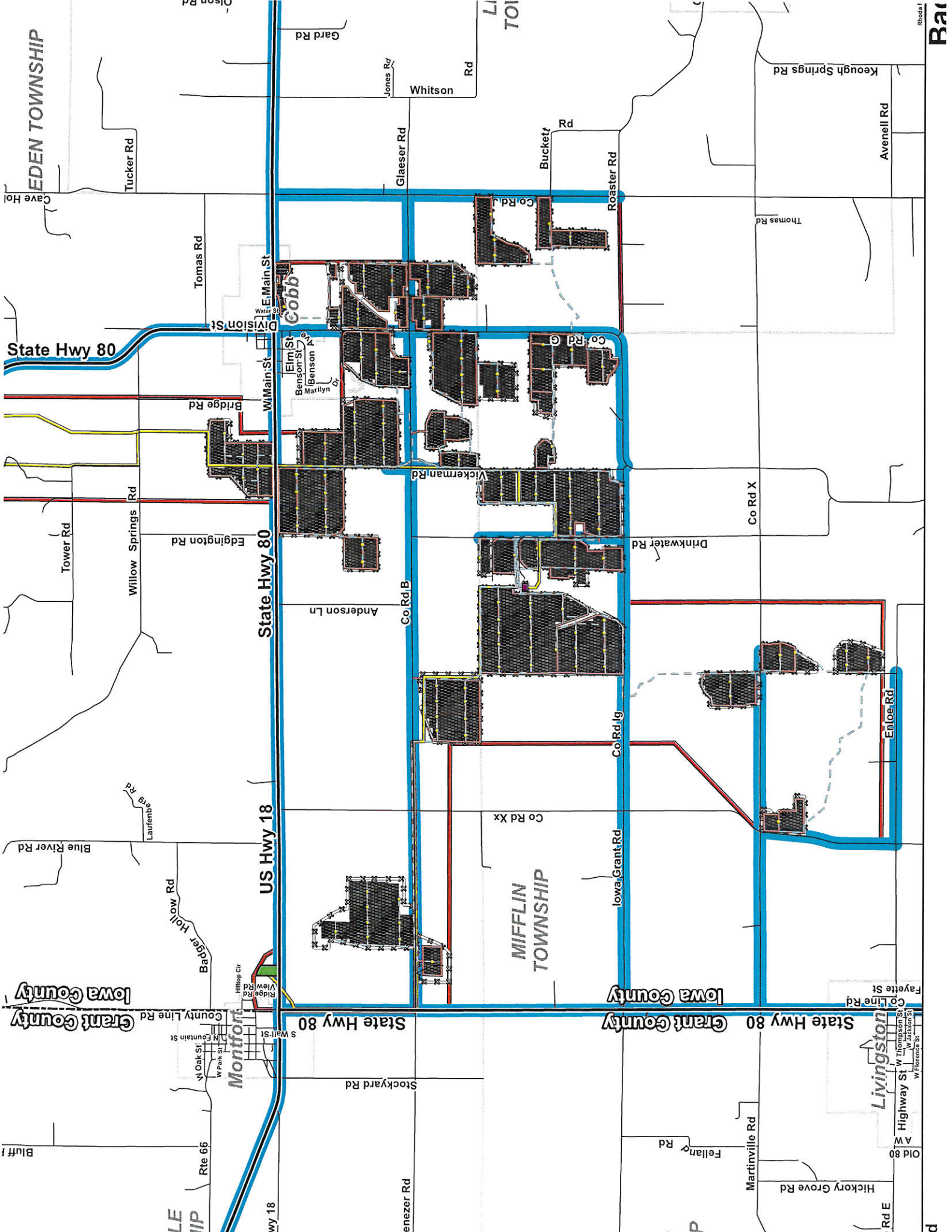
DATE: _____

FOR BADGER HOLLOW SOLAR FARM LLC:

NAME: _____

TITLE: _____

DATE: _____



EDEN TOWNSHIP

MIFFLIN TOWNSHIP

LIVINGSTON TOWNSHIP

Grant County

Grant County

Bar

Bluff

LE

lwy 18

enezer Rd

Felland Rd

Martinville Rd

Hickory Grove Rd

o Rd E

Old 80

A W

Highway St

W Thomas St

W Florence St

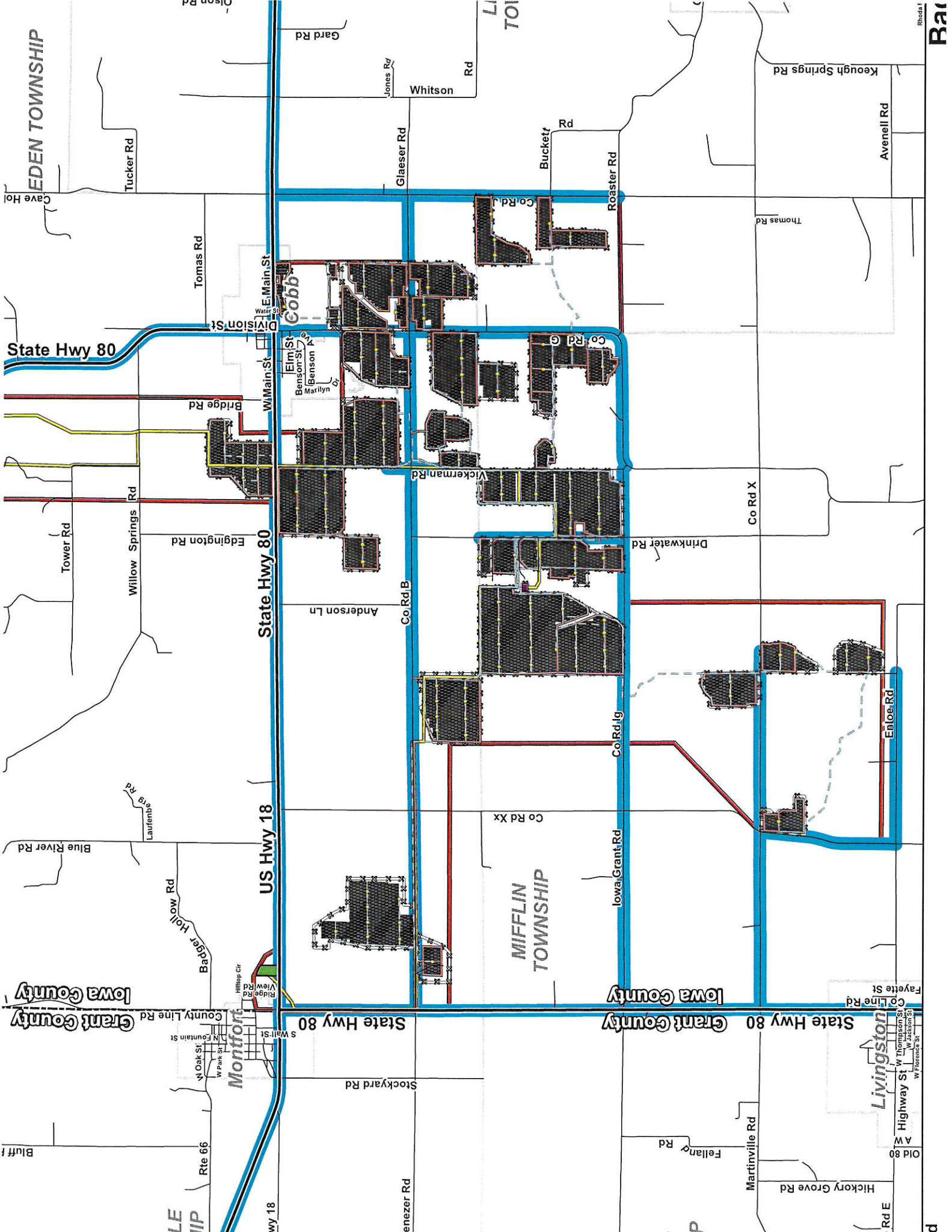
Co Line Rd

Fayette St

State Hwy 80

State Hwy 80

US Hwy 18



AGENDA ITEM COVER SHEET

Title: Architectural Contract for Law Enforcement Center

☒ Original

☐ Update

TO BE COMPLETED BY COUNTY DEPARTMENT HEAD

DESCRIPTION OF AGENDA ITEM (Please provide detailed information, including deadline):

The Law Enforcement Center project has been moving forward and the Committee has met several times since the County Board's last update. The Committee has selected Potter Lawson, Inc. as the recommended Architectural Firm and has reviewed and modified the proposed contract with Potter Lawson. The Jail Building Committee has voted to recommend the attached Architectural Contract to the County Board.

RECOMMENDATIONS (IF ANY):

The Jail Building Committee voted unanimously to recommend the attached contract at their December 10, 2019 meeting.

ANY ATTACHMENTS? (Only 1 copy is needed)

☒ Yes

☐ No

If yes, please list below:

A contract with Potter Lawson is attached.

FISCAL IMPACT:

[Page 24 discusses the compensation.] The County would have initial costs up-front in the amount of \$25,000 to verify space needs and what programs/services are going to be included in the building. After that, a framework of the building will need to be created in order to generate estimates. This process is considered the "Schematic Design Phase" and will cost an added \$85,000. After this, the "Design Development Phase" and all remaining phases are covered under the 5.85% of the Guaranteed Maximum Price (GMP) established by the Construction Manager. (The Construction Manager will be a separate company hired to facilitate the actual construction of the building.) The Committee also decided to pursue a Furniture and Furnishings Design for an added \$25,000.

Overall the entire contract is estimated to fall somewhere between \$1,300,000 and \$1,600,000 depending upon the cost of our Guaranteed Maximum Price. The funding for this would be taken from the General Fund Balance initially and refunded when debt is issued for the building's construction.

LEGAL REVIEW PERFORMED:

☒ Yes

☐ No

PUBLICATION REQUIRED:

☐ Yes

☒ No

STAFF PRESENTATION?:

☐ Yes

☒ No

How much time is needed? _____

COMPLETED BY: Larry Bierke

DEPT: County Administrator

2/3 VOTE REQUIRED: ☐ Yes ☒ No

TO BE COMPLETED BY COMMITTEE CHAIR

MEETING DATE:

AGENDA ITEM #

COMMITTEE ACTION:

AIA[®] Document B133[™] – 2014

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

AGREEMENT made as of the Nineteenth day of December in the year Two Thousand and Eighteen
(In words, indicate day, month and year.)

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

Iowa County
222 North Iowa Street
Dodgeville, Wisconsin 53533

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

Potter Lawson, Inc.
749 University Row, Suite 300
Madison, Wisconsin 53705

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

Iowa County Law Enforcement Center
New 60,000 – 70,000 GSF Law Enforcement Center for the Iowa County Jail and Sheriff's Department to be located on a site yet to be identified in Iowa County.

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

To be Determined

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[™]–2007, General Conditions of the Contract for Construction; A133[™]–2009 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[™]–2009 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[™]–2007 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.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution," or "to be determined later by mutual agreement.")

§ 1.1.1 The Owner's program for the Project:

(Identify documentation or state the manner in which the program will be developed.)

The Owner will provide the facility program requirements. The Architect will provide Program Verification Services as indicated in Section 3.8.1.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

.1 The site is unknown at the time of execution of this Agreement.

§ 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.)

The Owner's budget for the Cost of the Work is not defined. The Owner's Board has passed a resolution indicating a desired building construction cost in the range of \$18,000,000 to \$22,000,000.

§ 1.1.4 The Owner's anticipated design and construction schedule:

.1 Design phase milestone dates, if any:

Anticipated Design Phase durations from the execution of this Agreement and authorization by the Owner to the Architect to commence services:

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Program Verification	4 weeks
Schematic Design	8 weeks
Cost Estimate and Approval	2 weeks
Design Development	10 weeks
Cost Estimate and Approval	2 weeks
Construction Documents	15 weeks*

*Milestone date goal of December 31, 2019 to have Bidding Documents ready for Bidding.

.2 Commencement of construction:

Anticipated late Fall 2019 or Early Spring 2020

.3 Substantial Completion date or milestone dates:

.4 Other:

Bidding Phase	5 weeks
Construction Phase	18 months

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

- [X] AIA Document A133-2009, 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 A134-2009, 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 scheduling or phased construction are set forth below:
(List number and type of bid/procurement packages.)

Not Applicable.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere, such as the Owner's sustainable objective, if any, or historic preservation requirements.)

- .1 Services and utility extensions to the site are not part of the Architect's Basic Services and shall be provided by the Owner outside of this Agreement or authorized by the Owner as an Additional Service to this Agreement.
- .2 The Owner shall select a site prior to the Architect beginning the Schematic Design Phase.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.5:
(List name, address and other information.)

Larry Bierke, County Administrator
Iowa County
222 N. Iowa Street
Dodgeville, Wisconsin 53533

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§ 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 information.)

Construction Manager

§ 1.1.10 The Owner will retain the following consultants:
(List name, legal status, address and other 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)

To be Determined

- .2 Land Surveyor

The Owner will provide the needed survey services pursuant to Section 5.6 prior to the Schematic Design Phase.

- .3 Geotechnical Engineer

The Owner will solicit proposals for geotechnical services and enter into an agreement directly with the geotechnical engineer to have them provide the services needed for the Project pursuant to Section 5.7.

- .4 Other Consultants

The Owner will solicit proposals for quality control testing agencies and enter into an agreement directly with the testing agencies to have them provide the services needed for the Project. These testing services will include, but not be limited to: Soil testing, concrete testing, welding and connection testing and inspection, and fireproofing inspection.

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

Eric Lawson, President
Potter Lawson, Inc.
749 University Row, Suite 300
Madison, Wisconsin 53705

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

§ 1.1.12.1 Consultants retained under Basic Services:

- .1 Structural Engineer:

IMEG Corporation
1800 Deming Way, Suite 200
Middleton, Wisconsin 53562

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.2 Mechanical Engineer:

IMEG Corporation
1800 Deming Way, Suite 200
Middleton, Wisconsin 53562

.3 Electrical Engineer:

IMEG Corporation
1800 Deming Way, Suite 200
Middleton, Wisconsin 53562

.4 Landscape Consultant:

Point of Beginning
5709 Windy Drive, Suite D
Stevens Point, Wisconsin 54482

.5 Civil Engineer:

Point of Beginning
5709 Windy Drive, Suite D
Stevens Point, Wisconsin 54482

.6 Security Electronics Consultant:

IMEG Corporation
1800 Deming Way, Suite 200
Middleton, Wisconsin 53562

.7 Food Service / Laundry Consultant:

Stewart Design Associates
2934 Fish Hatchery Road, Suite 212
Fitchburg, Wisconsin 53713

§ 1.1.12.2 Consultants retained under Additional Services:

Not Applicable

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

- .1 The Architect's Construction Documents will be issued in a single bid package upon completion and Owner's approval pursuant to Section 3.5.5.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

§ 1.3 Entire Agreement: This Agreement, including the Exhibits referred to herein and together with any written amendments hereto which may be agreed to constitutes the entire understanding and agreement between of the parties concerning the Project and supersedes all prior negotiations, representations, commitments, proposals and agreements with respect to the subject matter herein, either written or oral.

§ 1.4 Modifications: This Agreement may be modified only by a written instrument executed by both parties. For purposes of this Agreement, electronic email messages are not considered a written instrument executed by the parties unless the message contains a PDF copy of an original document signed by both parties.

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§ 1.5 Notices: Any notice, demand, or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given if and when personally delivered, or on the second business day after being deposited in the U.S. registered or certified mail, postage prepaid, or on the first business day following delivery to an overnight courier service and address to a party at its address set forth on page one of this Agreement. All notices to Potter Lawson shall be marked to the attention of Eric Lawson.

§ 1.6 Headings: The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

§ 1.7 Severability: Each paragraph, section or provision is severable from this Agreement and if one or more provisions or parts are declared invalid, the remaining provisions shall nevertheless remain in full force and affect.

§ 1.8 Survival: All provisions of this Agreement which are by their nature intended to survive the expiration or termination of this Agreement shall survive such expiration or termination.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 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.

§ 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 (\$ 1,000,000) for each occurrence and One Million Dollars (\$ 1,000,000) 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 (\$ 1,000,000) per accident 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 of not less than Five Hundred Thousand Dollars (\$ 500,000) Each Accident, Disease-Each Employee Five Hundred Thousand Dollars (\$ 500,000), and Disease-Policy Limit Five Hundred Thousand Dollars (\$ 500,000).

§ 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 (\$ 5,000,000) per claim and Five Million Dollars (\$ 5,000,000) in the aggregate.

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

§ 2.6.7 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner as additional insureds on the Commercial General Liability, Automobile Liability, and any excess policies.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering, landscape design, food service and laundry design and security electronics consulting services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner and the Construction Manager, 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 the accuracy and completeness 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 to the Owner and the Construction Manager a schedule of the Architect's services for inclusion in the Project schedule prepared by the Construction Manager. The schedule of the Architect's services shall include design milestone dates, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required (1) for the Owner's review, (2) for the Construction Manager's review, (3) for the performance of the Construction Manager's Preconstruction Phase services, (4) for the performance of the Owner's consultants, and (5) for approval of submissions by authorities having jurisdiction over the Project.

§ 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 Once the Owner, Construction Manager, and Architect agree to the time limits established by the Project schedule, the Owner and Architect shall not exceed them, except for reasonable cause. If necessary, the schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the Owner, or for delays or other causes beyond the Architect's reasonable control.

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

§ 3.1.7 The Architect shall, at appropriate times, in coordination with the Construction Manager, contact the governmental authorities required to approve the Construction Documents. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities. The Architect shall review laws, codes, and regulations applicable to the Architect's services in effect as of the date of the submission of the Project to governmental authorities for approval prior to construction commencing.

§ 3.1.8 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.

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

§ 3.2.1 Prior to the Owner's acceptance of the Guaranteed Maximum Price proposal, 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

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Architect. The Architect and Construction Manager shall include the Owner on all communications related to substitution requests, clarifications, and interpretations.

§ 3.2.2 Following the Design Development Phase, the Owner will receive a Guaranteed Maximum Price proposal from the Construction Manager. 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.

§ 3.2.3 Upon authorization by the Owner, and subject to Section 4.3.1.15, 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.

§ 3.3 Schematic Design Phase Services

§ 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 evaluation 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, including the feasibility of incorporating sustainable design approaches, and consideration of the implementation of the Owner's sustainable objective, if any. 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 the Owner's approval and the Construction Manager's review. 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 perspective sketches, or digital modeling. 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, implications of sustainable code requirements enacted in the relevant jurisdiction, if any, 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 other sustainable design services under Article 4.

§ 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 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, identify agreed upon adjustments to the Project's size, quality, or budget, and request the Owner's approval of the Schematic Design Documents. The Owner shall review and approve the Schematic Design Documents prepared by the Architect within

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fourteen (14) calendar days of receipt and provide written comments to the Architect and/or written approval to proceed. 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 pursuant to Section 5.4, the Architect shall prepare Design Development Documents for the Owner's approval and Construction Manager's review. 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 such other elements as may be appropriate. 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 Owner and 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. The Owner shall review and approve the Design Development Documents prepared by the Architect within fourteen (14) calendar days of receipt and provide written comments to the Architect and/or written approval to proceed.

§ 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 Owner's approval and the Construction Manager's review. 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 of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct 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 3.7.4.

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

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager 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 Owner and 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 obtain the Owner's approval of the Construction Documents. The Owner shall review and approve the Construction Documents prepared by the Architect within fourteen (14) calendar days of receipt and provide written comments and/or written approval to the Architect.

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§ 3.6 Bidding Services

§ 3.6.1 General

Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Construction Manager in bidding the Project by:

- .1 if requested, participating in a pre-bid conference for prospective bidders,
- .2 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents in the form of addenda; and
- .3 shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall consult with the Construction Manager and prepare and distribute addenda identifying approved substitutions to the Construction Manager for its distribution to all prospective bidders.

§ 3.7 Construction Phase Services

§ 3.7.1 General

§ 3.7.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.7.1.2 Subject to Section 4.3, 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 the Owner's issuance of a Notice to Proceed to the Construction Manager. Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.7.1.3 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.

§ 3.7.1.4 Architect shall assist Owner, for the portion of the Project for which the Architect is providing services, with completing and submitting applicable forms, calculations and worksheets to the appropriate governmental authorities having jurisdiction over the Project at the conclusion of the Construction Documents Phase for plan review. Pursuant to the General Conditions of the Contract (A201-2007) the Contractor shall be responsible for obtaining necessary permits, fees, licenses and inspections during construction. At the conclusion of construction the Architect shall assist the Owner in obtaining a certificate of occupancy required by governmental authorities having jurisdiction over the Project. Architect shall not be responsible for identifying necessary permits, licenses, fees or certificates.

§ 3.7.2 Evaluations of the Work

§ 3.7.2.1 The Architect shall visit the site as agreed by the Owner and Architect in Section 4.3.3, 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 report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule, and (2) defects and deficiencies observed in the Work.

§ 3.7.2.2 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 such 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

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Manager, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.7.2.3 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.

§ 3.7.2.4 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.

§ 3.7.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.7.3 Certificates for Payment to Construction Manager

§ 3.7.3.1 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 3.7.2.1 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 and that the quality of the Work is in general accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.7.3.2 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 material 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.

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

§ 3.7.4 Submittals

§ 3.7.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval. 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.

§ 3.7.4.2 In accordance with the Architect-approved submittal schedule, 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. 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 of any 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.

§ 3.7.4.3 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 shop drawings and other submittals related to the Work designed or certified by the design professional retained by the

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Construction Manager that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.7.4.4 Subject to the provisions of Section 4.3, 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 requests for information.

§ 3.7.4.5 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.

§ 3.7.5 Changes in the Work

§ 3.7.5.1 The Architect may authorize 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 the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.7.5.1 The Architect shall maintain records relative to changes in the Work issued by the Architect during the Construction Phase of the Project..

§ 3.7.6 Project Completion

§ 3.7.6.1 The Architect shall conduct an observation to determine the date of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Construction Manager and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Construction Manager; and issue a final Certificate for Payment based upon a final observation indicating the Work complies with the requirements of the Contract Documents.

§ 3.7.6.2 The Architect's observations shall be conducted with the Owner to check conformance of the visible Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.7.6.3 When the Work is found to be substantially complete, 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.

§ 3.7.6.4 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.

§ 3.7.6.5 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.

§ 3.8 ADDITIONAL BASIC SERVICES

§ 3.8.1 Program Verification: The Architect, as part of its Basic Services, shall provide the following architectural program verification phase tasks:

- .1 The Architect will prepare a program document identifying spaces and space requirements, adjacency requirements and potential future expansion requirements. The Architect will conduct a "kick-off" programming meeting to establish lines of communication, confirm project goals, objectives and requirements, and discuss space and adjacency requirements.
- .2 If required, the Architect will follow up with phone conversations with each of the parties identified in

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- the kick-off meeting to refine and identify the program requirements for the new facility.
- .3 The Architect will revise the program document based upon the initial kick-off meeting discussion and subsequent conversation(s) with county representatives.
- .4 The Architect will forward a revised architectural program document to the Owner and shall meet with the Owner to review and finalize the program requirements for the project.
- .5 Based upon any feedback from the Owner, the Architect will revise the program document and forward it to the Owner for approval prior to commencing the Schematic Design Phase.

§ 3.8.2 Building Information Modeling:

- .1 As part of the Architect's Basic Services, a Building Information Model (BIM) shall be created by the Architect and the Architect's consultants as a digital representation of the physical and functional characteristics of the Project (herein after referred to as the 'model') to produce two-dimensional (2D) Construction Documents, construction bulletins, RFI responses, etc. suitable for bidding and construction. The model will be created using standards developed by the Architect and Architect's consultants. The model is intended for internal coordination among the design team and it is understood the model is not intended to be an exact and complete three-dimensional (3D) representation of how the Construction Manager and contractors will construct the project and route and locate utilities and equipment.
- .2 It is the intent of the Architect and its consultants to prepare the Model using Building Information Software – Autodesk Revit v 2017 (Architecture, Structural, MEP). The civil engineer, landscape designer, security electronics and food service/laundry designer will not be providing building information modeling.
- .3 To clarify the documentation, the following is being assumed:
 - 1. Architectural, structural, mechanical, electrical details will be independent of the model.
 - 2. Architectural wall sections and details will be provided in 2D.
 - 3. Modeling will not include such items as equipment insulation, hangers, supports, and anchors; non-geometric information such as loads and pressures; testing/balancing; fire stopping; underfloor air distribution systems; sprinkler heads; ceiling mounted devices such as audio visual equipment; wall mounted elements such as plumbing fixtures, thermostats, etc.; mechanical piping 3/4" diameter and less; branch medical piping; ductwork flanges; valves; housekeeping pads and curbs; loose lintels; bar joist bridging; support framing for ceiling-mounted equipment; cold formed metal stud framing; systems outside of the building's footprint; baseplates and anchor rods; reinforcing bars; and pockets in walls for beams; and, other items not normally modeled by the Architect and its consultants.
 - 4. Elements of the Project which are designed by product suppliers and where minimal coordination benefit will be obtained by modeling will not be included in the model.
 - 5. The model will not include Owner or vendor-provided and installed systems.
 - 6. The model will facilitate coordinating spatial constraints in critical areas. However, the model is not intended to resolve all spatial collisions; collisions may exist in the model but are not an indication that the element cannot be installed.
 - 7. The model will not be used in energy calculations, energy modeling, daylight analysis, computational fluid dynamics, design loads, pressures, quantity takeoff, estimating, construction scheduling, fabrication, erection, etc., or to resolve all collisions.
 - 8. Modeling of existing conditions will be limited to the extent required to produce specifications and 2D Construction Documents.
 - 9. Model exchanges occurring between project milestones are for convenience only and may not reflect recent design changes and decisions.
 - 10. The Construction Manager and contractors will be required to account for all items shown on the Construction Documents, regardless of whether and how they are included in the model.
 - 11. The Construction Manager and contractors will be required to prepare coordination drawings or modeling showing their preferred routing and sequencing, and final coordination, among the trades.
- .4 The model will be provided by the Architect to the Owner and Construction Manager pursuant to Section 12.1 and Article 7.

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- .5 The Architect will manage the Model from the inception of the Project through construction to provide As-Designed Record drawings.

§ 3.8.3 Architectural interior design: The Architect shall as part of its Basic Services provide interior finish selection for walls, floor and ceiling finishes that are bid as a part of the Project and become a Cost of the Work.

§ 3.8.4 Exterior Monument Sign: The Architect shall design and document one exterior ground mounted monument sign.

§ 3.8.5 As-Designed Record drawings: The Architect and Architect's consultants will make modifications to their Construction Document drawings to reflect the changes issued by the Architect in Construction Bulletins to the Construction Manager during construction. Changes will not be clouded or separately identified on the final as-design record drawings. The Architect will provide the Owner with an electronic PDF copy of the final drawings at the completion of construction for its records.

§ 3.8.6 Telecommunications/data design: The Architect's telecommunications system design will include preparation of Construction Documents showing data/telephone outlet locations, jack quantities, patch panels, telecom equipment racks and the telecommunications utility service pathway. Cable tray will be shown on the Drawings where requested by the Owner. Telecommunications specifications prepared by the Architect will include product, installation, and testing requirements for the items previous listed and the backbone/horizontal station cabling. The Owner shall be responsible for all electronic switching equipment, uninterruptible power supply, wireless devices, patch cords and the telecommunications utility service request.

§ 3.8.7 Civil engineering and Landscape design: The Architect's Civil Engineer will provide the following design services:

- .1 Preparation of a Site Demolition Plan
- .2 Preparation of Erosion Control Plan
- .3 Preparation of a Site Grading Plan and, if required, design of onsite storm water retention facilities
- .4 Preparation of a Site Utility Plan
- .5 Preparation of the Notice of Intent (NOI) for submittal to governmental authorities having jurisdiction over the Project
- .6 Preparation of a Landscape Plan noting plant location, size and species

Assumptions and Additional Services:

- .7 It is assumed no wetlands will be impacted by the project. ACOE/WDNR coordination for Wetland Impacts, 404 permit, 401 Water Quality Certification, Alternative Analysis, Mitigation Plans, Chapter 30 Permit, and Trans 207 are not required and would be considered Additional Services, if necessary. WDNR coordination is limited to initial coordination and Notice of Intent Submittal.
- .8 Wetland delineations would be considered Additional Services.
- .9 Floodplain may affect the construction site. If the filling of the floodplain is required and the municipality or FEMA requires any permitting or elevation certificates, this would be considered Additional Services.
- .10 In preparing construction documents, the Civil Engineer as assumed that they will be able to use a recorded floodplain elevation. If this is not available, a floodplain study may be required and would be considered Additional Services.
- .11 All sanitary and storm sewers shall drain by gravity flow. Lift station design for Sanitary and Storm Sewer is not required and would be considered Additional Services.
- .12 Utility information will be based on information provided by others. Any private utilities should be disclosed by the Owner to the surveyor so that they may be shown on the site survey map. The Civil Engineer and Architect take no responsibility for errors and omissions regarding underground utilities.
- .13 Water main pressure and flow from the existing water main system are assumed to be adequate for the proposed project. Booster pump design and coordination would be considered Additional Services.
- .14 Existing water main system pressure and flow data adjacent to the proposed site will be provided by others. Water system testing shall be done by others and would be considered Additional Services.

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- .15 It is assumed that water service is available to serve the new building, and no public main extension will be necessary. Designing and developing construction plans for public utility extensions or public street utility improvements would be considered Additional Services. Additionally, Basic Services do not include the design of a septic system and/or well, if public service is not available.
- .16 Access to municipal or state public right-of-ways may be required for the Project. If a permit is required, the permit application and permit fees will be considered Additional Services.

§ 3.8.8 Detention Equipment: The Architect, as part of its Basic Services, is providing Detention Equipment design services for selection and documentation of the following equipment: Detention Furnishings (i.e. bunks, floor mounted and wall mounted stools, desks and tables, video visitation booths), Security Padded Surfaces, and Security Equipment and Accessories (i.e. detention grab bars, detention mirrors, transaction drawers, toilet tissue holders, paper pass, security speaker ports, pistol lockers, key cabinet).

§ 3.8.9 Public Meeting: The Architect shall attend public meetings to present the Projects design.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional 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.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Assistance with selection of the Construction Manager	Architect	Included in Basic Services Fee
§ 4.1.2 Program Verification	Architect	Included in Basic Services Fee (see Section 3.8.1)
§ 4.1.3 Multiple preliminary designs	Architect	Included in Basic Services Fee (see Section 3.3.4)
§ 4.1.4 Measured drawings	Not Provided	
§ 4.1.5 Existing facilities surveys	Owner	
§ 4.1.6 Site evaluation and planning (B203™-2007)	Not Provided	
§ 4.1.7 Building information modeling	Architect	Included in Basic Services Fee (see 3.8.2)
§ 4.1.8 Civil engineering	Architect	Included in Basic Services Fee (see 3.8.7)
§ 4.1.9 Landscape design	Architect	Included in Basic Services Fee (see 3.8.7)
§ 4.1.10 Architectural interior design	Architect	Included in Basic Services Fee (see 3.8.3)
§ 4.1.11 Value analysis (B204™-2007)	Not Provided	
§ 4.1.12 Cost estimating	Not Provided	
§ 4.1.13 On-site project representation (B207™-2008)	Not Provided	
§ 4.1.14 Conformed construction documents	Not Provided	
§ 4.1.15 As-designed record drawings	Architect	Included in Basic Services (see 3.8.5)
§ 4.1.16 As-constructed record drawings	Not Provided	
§ 4.1.17 Post occupancy evaluation	Not Provided	
§ 4.1.18 Facility support services (B210™-2007)	Not Provided	

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§ 4.1.19	Tenant-related services	Not Provided	
§ 4.1.20	Coordination of Owner's consultants	Owner	Section 5.8
§ 4.1.21	Telecommunications/data design	Architect	Included in Basic Services (see 3.8.6)
§ 4.1.22	Security evaluation and planning	Architect	Included in Basic Services Fee
§ 4.1.23	Commissioning (B211™-2007)	Not Provided	
§ 4.1.24	Extensive environmentally responsible design	Not Provided	
§ 4.1.25	LEED® certification (B214™-2012)	Not Provided	
§ 4.1.26	Historic preservation (B205™-2007)	Not Provided	
§ 4.1.27	Furniture and furnishings Design	Architect	See Section 4.2.1
§ 4.1.28	Acoustical Design	Not Provided	
§ 4.1.29	Radio System design and specification	Not Provided	
§ 4.1.30	Video arraignment/conferencing systems	Not Provided	
§ 4.1.31	Wireless Communication Design	Not Provided	
§ 4.1.32	Voice and Data Network Services Analysis	Not Provided	
§ 4.1.33	Active Computer Network Electronics (gateways, routers, switches, hubs, servers)	Not Provided	
§ 4.1.34	Peripheral System (voice mail, auto attendant, call accounting, etc.)	Not Provided	
§ 4.1.35	Audio Visual Design	Not Provided	
§ 4.1.36	Detention Equipment	Architect	Included in Basic Services Fee (see 3.8.8)

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

§ 4.2.1 Furniture and Furnishings Design: Interior design services for furniture selection:.

- .1 Architect will meet with the Owner to determine the requirements, standards, and quantity of new furniture for the office, conference, breakroom(s) and meeting spaces within the facility. At this meeting, Owner shall provide to the Architect information on any existing furniture to be reused and also to identify the furniture budget for the new furnishings.
- .2 Architect will research furniture options based upon the initial meetings discussion; identify preliminary furniture selections, material, finish and color options, and identify potential vendors.
- .3 Architect will assist the Owner in contacting furniture dealer(s) for requests related to receipt of furniture samples for the Owner to receive and review.
- .4 Based upon feedback from the Owner, Architect will refine the furniture selections and meet with the Owner to present and discuss additional options and finalize the furniture selections, materials, finishes and colors.
- .5 For the areas of the Project identified above, the Architect will provide a furniture plan showing the location of furniture and descriptions of final furniture selections indicating type, model number, material, finish and color. Architect will identify applicable dealer(s) for the Owner's use in soliciting bids.
- .6 When bids have been received by the Owner, the Architect will assist the Owner in reviewing the bids to confirm that products submitted by dealers meet the design intent.
- .7 The Owner will work with the furniture dealers on requisitioning, procurement, scheduling and installation.
- .8 The Architect will visit the site once at completion of the furniture installation to review the furniture and document any observed deficiencies or defects for further follow-up by the Owner with the appropriate furniture dealer(s).

In preparation of this Scope of Services and Additional Services fee for furniture and furnishings selection, the Architect has assumed a significant overlap in terms of standards and products, within similar spaces and space types. Should the final design become idiosyncratic, the Architect may request additional compensation to provide and document the furniture and furnishings.

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§ 4.3 Additional Services may be provided 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 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 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 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, but not limited to, 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 Owner's request for extensive sustainable design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .4 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations, or official interpretations;
- .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 data 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 hearing;
- .9 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Evaluation of the qualifications of bidders or persons providing proposals;
- .11 Consultation concerning replacement of Work resulting from fire or other cause during construction;
- .12 Assistance to the Initial Decision Maker, if other than the Architect;
- .13 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;
- .14 Services necessitated by the Owner's delay in engaging the Construction Manager;
- .15 Making revisions in Drawings, Specifications, and other documents resulting from substitutions included in the agreed to assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate;
- .16 Providing services for design, documentation or selection of interior graphics and signage;
- .17 Providing services in connection with the procurement of works of art;
- .18 Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project;
- .19 Providing services relative to future facilities, systems and equipment;
- .20 Providing services to verify the accuracy of drawings or other information furnished by the Owner;
- .21 Providing coordination of construction performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner;
- .22 Services related to value engineering or negotiating construction cost/scope with contractors or others and making any related revisions to Instruments of Service after Construction Documents are complete;
- .23 Field testing, adjusting, balancing or field time to assist installation contractors; or
- .24 Energy modeling or life cycle costing.

§ 4.3.2 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 the Owner

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subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule agreed to 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;
- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 Providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.

§ 4.3.3 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 up to two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 up to two (2) visits per month to the site by the Architect, corresponding with the Construction Manager's monthly Project job-site meetings, over the duration of the Project during construction
- .3 up to one (1) review of the Work pursuant to Section 3.7.6.1 by the Architect to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 up to one (1) review of the Work pursuant to Section 3.7.6.1 by the Architect to determine final completion
- .5 up to four (4) visits by the Structural Engineer over the duration of the Project during construction
- .6 up to seven (7) visits by the Mechanical Engineer over the duration of the Project during construction plus one (1) final review at the completion of construction
- .7 up to four (4) visits by the Electrical Engineer over the duration of the Project during construction plus one (1) final review at the completion of construction
- .8 up to one (1) visit by the Civil Engineer over the duration of the Project during construction plus one (1) final review at the completion of construction
- .9 up to two (2) visits by the Security Electronics Designer over the duration of the Project during construction plus one (1) final review at the completion of construction
- .10 up to one (1) visits by the Food Service / Laundry Designer for final review at the completion of construction

§ 4.3.4 If the services covered by this Agreement have not been completed within Thirty (30) 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. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

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

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§ 5.3 The Owner shall furnish the services of a Construction Manager that shall be responsible for creating the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.

§ 5.4 The Owner shall establish and periodically update 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 furnish the services of a Construction Manager that shall be responsible for preparing all estimates of the Cost of the Work. If the Owner increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 5.4.1 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.

§ 5.5 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.

§ 5.6 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; flood plains; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and 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.

§ 5.7 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, hazardous materials storage, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

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

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

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

§ 5.11 The Owner shall provide prompt written notice to the Architect 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.

§ 5.12 The Owner shall contemporaneously provide the Architect with any communications provided to the Construction Manager about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

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

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

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 Managers' general conditions costs, overhead, and profit. 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, Owner's 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 may be adjusted throughout the Project as required under Sections 5.4 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. 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 If the Architect is providing detailed cost estimating services as an Additional Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect shall work cooperatively with the Construction Manager to conform the cost estimates to one another.

§ 6.3.2 Subject to Section 4.3, if the Owner engages a Cost Consultant and a discrepancy exists between the Construction Manager's estimate and the Cost Consultant's estimate, the Architect shall assist the Cost Consultant and Construction Manager as necessary to conform the estimates to one another.

§ 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, 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 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
- .3 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.2, the Architect, without additional compensation, shall incorporate the required modifications 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 modification of the Construction Documents shall be the limit of the Architect's responsibility as a Basic Service 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

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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. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 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 Upon execution of this Agreement, 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, including prompt payment of all sums when due, under this Agreement. 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 material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service 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 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise, copies of documents that may be relied upon by the Owner or others are limited to printed copies (also known as hard copies) or portable document format (PDF) files distributed by the Architect. Files in working media format such as, but not limited to, AutoCAD, Revit, SketchUp or other building information modeling format that are furnished by Architect or its consultants to the Owner or others are only for convenience of the receiver of the files. Any conclusion or information obtained or derived from such working media files will be at the user's sole risk.

§ 7.6 When transferring documents in electronic media format, Architect and its consultants make no representation as to the accuracy, long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the Architect and its consultants in preparation of these documents.

§ 7.7 If there is a discrepancy between the working media files and the PDF files or hard copy prints, the PDF and hard copy prints shall govern.

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ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement 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 A201-2007, 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 duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.

§ 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.

§ 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 the Agreement. A request for mediation shall be made in writing, delivered to the other party to the 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.

§ 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. If the Owner and Architect do not select a method of binding dispute resolution below, 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.)

[X] Litigation in a court of competent jurisdiction

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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 (7) calendar 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 Architect shall be paid 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. If 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 (7) calendar days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven (7) calendar 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 (7) calendar days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses incurred through the date of termination and its reasonable out of pocket expenses associated with winding down the Project.

§ 9.7 Intentionally Deleted.

§ 9.8 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.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Wisconsin.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201-2007 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.

§ 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, and, in the sole judgment of the Architect, will not in any way increase the Architect's risk or the availability or cost of its Professional or General Liability insurance, 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. Payment of any amount due to the Architect shall in no way be contingent upon the Architect's signing any certificate.

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

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

§ 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.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding.

§ 10.9 Subject to the standard of care set forth in Section 2.2, Architect and its consultants may use or rely upon design elements and information ordinarily and customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

ARTICLE 11 COMPENSATION

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

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

- .1 Basic Services for Program Verification (Section 3.8.1) and Schematic Design Phase (Section 3.3) shall be provided for a Lump Sum Fee of One Hundred Ten Thousand Dollars (\$110,000.00) based upon the following breakdown by phase:

Program Verification	\$	25,000
Schematic Design Phase	\$	85,000
Total	\$	110,000

- .2 Basic Services for Design Development Phase (Section 3.4), Construction Documents Phase (Section 3.5), Bidding Phase (Section 3.6), and Construction Phase (Section 3.7) shall be provided for a Lump Sum Fee based upon 5.85% of the Cost of the Work as defined in Article 6, to be determined upon the Owner's receipt of the Guaranteed Maximum Price Amendment from the Construction Manager.

NOTE: Prior to the Guaranteed Maximum Price Amendment being executed at the completion of the Design Development Phase, the Architect's Basic Services compensation will be based upon the Schematic Design cost estimate prepared pursuant to Section 3.3.7. The Architect's Basic Services Compensation (for the Design Development Phase, Construction Documents Phase, Bidding Phase and Construction Phase) will be finalized once the Guaranteed Maximum Price Amendment is executed.

§ 11.2 For Additional Services designated in Section 4.1, 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.)

- .1 Furniture and Furnishings Design as designated in Section 4.2.1 will be provided for a lump sum fee of Twenty Five Thousand Dollars (\$25,000.00)

Init.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Compensation for Additional Services shall be lump sum, hourly, or hourly not to exceed a stipulated sum as agreed to in writing by the Owner and Architect.

§ 11.4 Compensation for 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 %).

§ 11.5 Intentionally Deleted.

§ 11.6 When compensation is based on a percentage of the Cost of the Work 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, based on (1) the Owner-accepted Guaranteed Maximum Price Amendment or Control Estimate, as applicable, or (2) if the Guaranteed Maximum Price proposal or Control Estimate has not been accepted by the Owner, the most recent estimate of the Cost of the Work prepared by the Construction Manager for such portions of the Project. 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, if any, 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.)

Employee or Category	Rate
Potter Lawson Hourly Rates:	
Principal	\$ 155.00 - \$ 185.00/hr.
Architectural Staff	\$ 75.00 - \$ 150.00/hr.
Interior Design Staff	\$ 75.00 - \$ 110.00/hr.
Professional Support Staff	\$ 50.00 - \$ 90.00/hr.
Administrative Staff	\$ 50.00 - \$ 100.00/hr.
Point of Beginning Hourly Rates:	
Project Manager	\$ 95.00/hr.
Project Engineer	\$ 85.00/hr.
Civil Engineer	\$ 65.00 - \$ 80.00/hr.
Civil Engineering Technician	\$ 45.00 - \$ 50.00/hr.
Construction Inspection	\$ 65.00 - \$ 75.00/hr.
Landscape Architect	\$ 75.00 - \$95.00/hr.
Landscape Design Technician	\$ 50.00 - \$ 60.00/hr.
Administrative Services	\$ 40.00/hr.
IMEG Corporation Hourly Rates:	
Principal	\$ 245.00/hr.
Project Executive	\$ 180.00 - \$ 230.00/hr.
Senior Engineer	\$ 145.00 - \$ 195.00/hr.
Senior Designer	\$ 130.00 - \$ 175.00/hr.
Design Engineer	\$ 100.00 - \$ 135.00/hr.
Senior Commissioning Agent	\$ 140.00 - \$ 180.00/hr.
Commissioning Agent	\$ 115.00 - \$ 140.00/hr.
Designer	\$ 85.00 - \$ 125.00/hr.
Senior Construction Administrator	\$ 120.00 - \$ 155.00/hr.
Construction Administrator	\$ 100.00 - \$ 125.00/hr.
BIM Design Technician	\$ 70.00 - \$ 95.00/hr.
CADD/BIM Technician	\$ 55.00 - \$ 90.00/hr.
Clerical	\$ 55.00 - \$ 80.00/hr.

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Stewart Design Associates Hourly Rates
Principal/Consultant
Project Coordinator/Production

\$ 110.00/hr.
\$ 70.00/hr.

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic 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. Transportation and subsistence between Iowa County and Dane County shall be included in the Architect's and the Architect's consultants Basic Services compensation;
- .2 Dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, 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, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's consultants' expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 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.

§ 11.8.3 If the insurance requirements listed in Section 2.6 exceed the types and limits the Architect normally maintains and the Architect incurred additional costs to satisfy such requirements, the Owner shall reimburse the Architect for such costs as set forth below:

§ 11.9 Intentionally Deleted.

§ 11.10 Payments to the Architect

§ 11.10.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

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

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

1.5 % per month

§ 11.10.3 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.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to 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:

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User Notes:

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§ 12.1 Delivery of Electronic Files

- .1 In accepting and utilizing any drawings, Model(s), reports and data or any form of electronic media generated and furnished by the Architect, the Owner and Construction Manager agree that all such electronic files are instruments of service of the Architect and the Architect's consultants, who shall be deemed the author, and shall retain all common law, statutory law and other rights, without limitation, including copyrights, except as set forth in Article 7 above.
- .2 The Owner and Construction Manager agree not to reuse these electronic files, in whole or in part, for any purposes other than for this Project. Except as permitted under Article 7 above, the Owner, Construction Manager and Contractors agree not to transfer these electronic files to others outside of the Project Team (Owner and Owner's Consultants, Construction Manager, Contractor and appropriate Subcontractor(s)) without the prior written consent of the Architect. The Owner, Construction Manager and Contractor further agree to waive all claims against the Architect and the Architect's consultants resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the Architect.
- .3 The Owner, Construction Manager and Contractor are aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between electronic files and the signed Construction Documents and hard-copy addendum(s) prepared by the Architect, the signed, sealed or hard-copy Construction Documents and addendum(s) shall govern.
- .4 In addition, the User (Owner, Construction Manager, Contractor(s), and/or Consultant) agree, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, directors, employees and subconsultants (collectively, Architect) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from User's modifications to the files not authorized by the Architect, or the User's unlicensed use of such files. Nothing in this section shall obligate one party to indemnify another party against its own negligence or intentional wrongdoing.
- .5 Under no circumstances shall delivery of electronic files for use by the Owner or others be deemed a sale by the Architect. In no event shall the Architect be liable for indirect or consequential damages as a result of the Owner's or others use or reuse of the electronic files.
- .6 The Owner shall include this provision in its contract(s) with the Construction Manager, Contractor(s) and its Consultants.

§ 12.2 Discovery of Mold: Both parties acknowledge that the Architect's Scope of Services does not include any services related to the presence of mold or other like materials. In the event the Architect or any other party encounters any mold or other like materials on or about the Project site, or should it become known to the Architect that such materials may be present on or about the Project site or any adjacent areas that may affect the performance of the Architect's services, the Architect may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Owner retains appropriate consultants or contractors to identify and abate or remove the mold or other like materials. The Owner agrees to bear all costs, losses and expenses, including the cost of the Architect's Additional Services, arising out of or in any way connected with the discovery of mold or other like materials. The Owner further agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, directors, employees and subconsultants (collectively, Architect) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the discovery, removal or abatement of any mold or other like materials on or about the Project site.

§ 12.3 Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

§ 12.4 The Architect shall attend meetings exceeding the limits set forth below as Additional Services pursuant to. When the limits below are reached, the Architect shall notify the Owner.

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- .1 during the Program Verification Phase attend up to three (3) meetings with the Owners and its representatives which includes a meeting to receive committee approval to proceed into Schematic Design;
- .2 during the Schematic Design Phase attend up to four (4) meetings with the Owners and its representatives which includes a meeting to receive final approval of Schematic Design;
- .3 during the Design Development Phase attend up to four (4) meetings with the Owners and its representatives which includes a meeting to receive final approval of Design Development;
- .4 during the Construction Documents Phase attend up to three (3) meetings with the Owners and its representatives which includes a meeting to receive final approval of Construction Documents;
- .5 during the Bidding Phase attend up to one (1) meeting with the Owners and its representatives.

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 Owner and Architect.

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

- .1 AIA Document B133™–2014, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition

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

OWNER (Signature)

(Printed name and title)



ARCHITECT (Signature)

Eric D. Lawson President

(Printed name and title)

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