



N64W23760 Main Street
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**AGENDA
VILLAGE OF SUSSEX
PARK AND RECREATION BOARD
TUESDAY, JUNE 21, 2016
6:30 PM
SUSSEX COMMUNITY CENTER, W240N5765 MAPLE AVE.
SUSSEX, WI 53089**

Pursuant to the requirements of Section 19.84, Wis Stats., notice is hereby given of a meeting of the Village of Sussex Park & Recreation Board, at which a quorum of the Village Board may attend in order to gather information about a subject which they have decision making responsibility. The meeting will be held at the above noted date, time and location. Notice of Village Board Quorum, (Chairperson to announce the following if a quorum of the Village Board is in attendance at the meeting: Please let the minutes reflect that a quorum of the Village Board is present and that the Village Board members may be making comments under the Public Comments section of the agenda, during any Public Hearing(s) or if the rules are suspended to allow them to do so.)

1. Call to order
2. Roll call
3. Citizen comments
4. Consideration and possible action on the minutes from the May 17, 2016 meeting with the correction that Chris Prange-Morgan was in attendance at both the April and May meetings.
5. Consideration and possible action on the Sussex IM Tree Preservation and Mitigation plan for property north of CTH K and south of Executive Drive.
6. Consideration and possible action on the contract for Kahler Slater to provide design and concept, detailed construction drawings, specs., and bidding, and construction oversight services for an amount of \$84,900 for the Phase 1 of the Village Park Master Plan.
7. Civic Campus Update.
8. Deputy Director Report.
9. Director Report: 2015 Annual Report and Village Park Master Plan Review.
10. Topics for future agenda items.

11. Adjournment

Robert Fourness
Chairperson

Jeremy Smith
Village Administrator

It is possible that members of and possibly a quorum of members of other governmental bodies of the municipalities may be in attendance at the above stated meeting to gather information; no action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to above in this notice. Please note that, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact Jeremy Smith at 246-5200.

Village of Sussex
Sussex, Wisconsin
Park and Recreation Board Minutes
Tuesday, May 17, 2016

Meeting called to order: 6:31 p.m.

Members Present: Chairman Bob Fourness, Anne Golding, Kelly Tetting, Trustee Wendy Stallings, Melissa Gierach and Don Spenner.

Members Absent: None

Also Present: Parks & Recreation Director Sasha Snapp, Interim Deputy Director Megan Sackett and Administrative Services Director Casey Griffiths.

Citizens Comments: None

Consideration and possible action on the minutes of the April 19, 2016 meeting minutes.

A motion was made by Spenner, seconded by Golding, to approve the minutes as presented.
Motion carried.

Consideration and possible action on the Soccer Knockers Bubble Battle on August 20, 2016.

Discussion was held. Chairman Fourness asked about making sure insurance was included in the contract and Deputy Director Sackett explained they sign off on that on the application.
A motion was made by Golding, seconded by Prange-Morgan, to recommend that the Village Board approve the contract and use of the park as presented. Motion carried.

Civic Campus Update report was given by Snapp. Discussion was held.

Deputy Director report was given by Sackett and discussion was held.

Director report was given by Snapp and discussion was held about the Grogan Park ribbon cutting on June 14 and the condition of the Melinda Weaver tennis courts. Director Griffiths spoke about the RFP that is out for an architect to start the first phase of the Village Park Master Plan.

Topics for future agenda items will be the cost estimates for the tennis court resurfacing and review of the Village Park Master Plan.

A motion was made by Stallings, seconded by Tetting to adjourn the meeting at 7:15pm.
Motion carried.

Minutes respectfully submitted by,

Sasha Snapp
Parks and Recreation Director



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MEMORANDUM

To: Park and Recreation Board

From: Kasey Fluet, Assistant Development Director

Re: Sussex IM Tree Preservation and Mitigation plan for property north of CTH K and south of Executive Drive

Date: June 14, 2016

Sussex IM is proposing a plan for a new building to be constructed in two phases. The lot purchased for their new building has a considerable amount of mature trees. In order to construct the building, parking lots and ponds a majority of these trees will be removed. An inventory of the trees to be removed in the building pad of phase one is more than 500 inches. Based on the limited inventory of the trees submitted and calculating the number of acres still to be removed to complete the entire project it is estimated nearly 14,000 inches of trees will be removed.

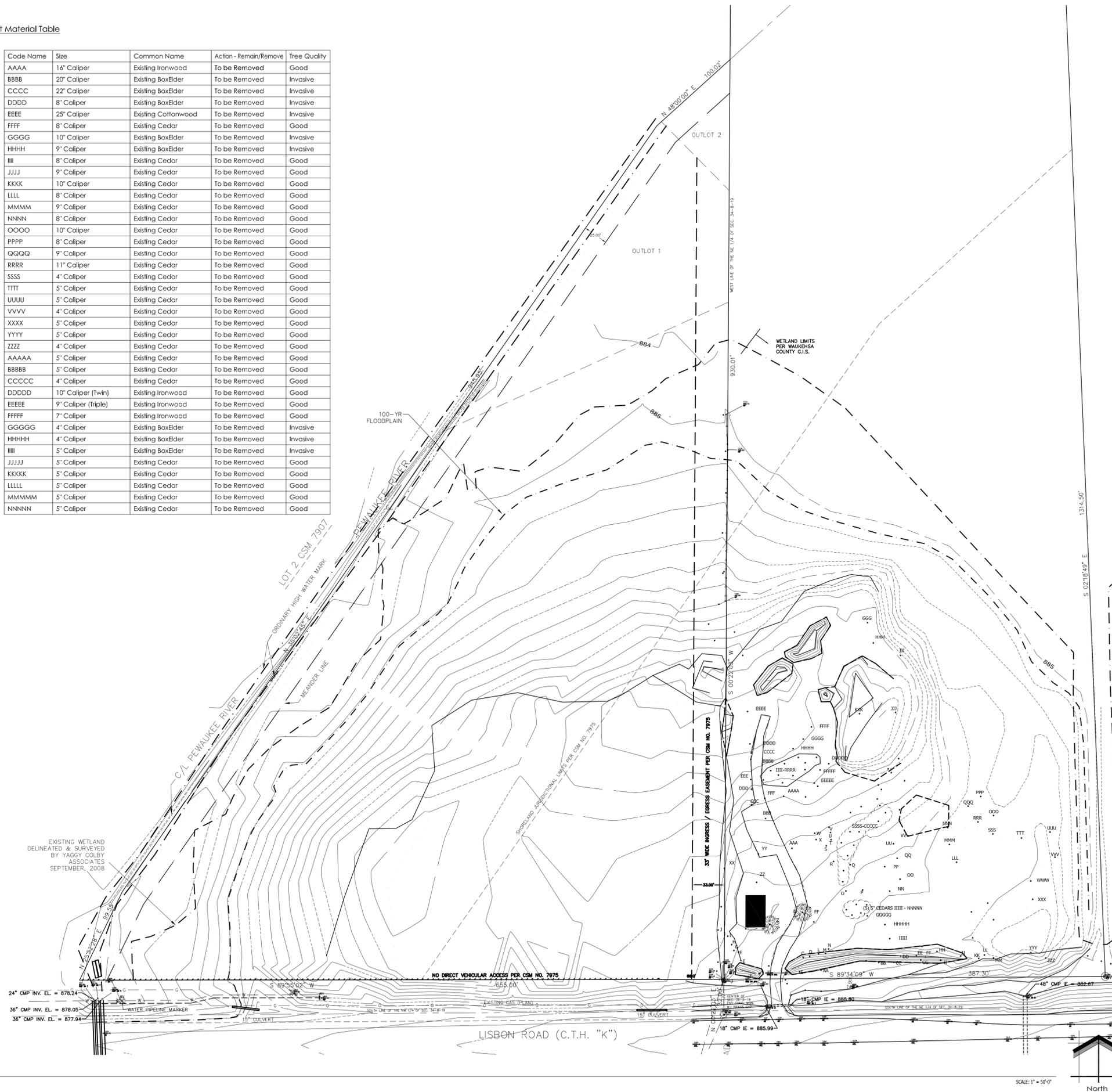
Because the site can't meet the Tree Preservation and Mitigation Ordinance, the fee for offsite mitigation for more than 500 inches is \$100 per 1.5 inches with a maximum of \$100,000. This amount will be offset by any trees established on the site per the landscape plan. Trees will not be removed within the protected areas of site except to establish the trails.

Staff recommends: Staff recommends the Park and Recreation Board approve the tree preservation and mitigation plan for Sussex IM for their property and require the one time payment of \$100,000 with a credit for new trees planted on the site. The payment with credit will satisfy the removal of trees for the development.

Existing Tree Plant Material Table

Code Name	Size	Common Name	Action - Remain/Remove	Tree Quality
A	9" Caliper- Twin	Existing Elm	To be Removed	Good
B	10" Caliper- Multistem	Existing BoxElder	To be Removed	Invasive
C	8" Caliper	Existing BoxElder	To be Removed	Invasive
D	8" Caliper	Existing BoxElder	To be Removed	Invasive
E	12" Caliper	Existing BoxElder	To be Removed	Invasive
F	20" Caliper	Existing BoxElder	To be Removed	Invasive
G	10" Caliper	Existing BoxElder	To be Removed	Invasive
H	8" Caliper	Existing BoxElder	To be Removed	Invasive
I	9" Caliper	Existing BoxElder	To be Removed	Invasive
J	8" Caliper	Existing Elm	To be Removed	Marginal
K	12" Caliper	Existing Elm	To be Removed	Marginal
L	8" Caliper	Existing Crabapple	To be Removed	Poor
M	12" Caliper	Existing BoxElder	To be Removed	Invasive
N	15" Caliper	Existing BoxElder	To be Removed	Invasive
O	12" Caliper	Existing BoxElder	To be Removed	Invasive
P	5" Caliper	Existing Cedar	To be Removed	Good
Q	6" Caliper	Existing Ash	To be Removed	Mitigate/Remove
R	6" Caliper	Existing Elm	To be Removed	Marginal
S	6" Caliper	Existing Elm	To be Removed	Marginal
T	6" Caliper	Existing Cedar	To be Removed	Good
U	8" Caliper	Existing BoxElder	To be Removed	Invasive
V	12" Caliper	Existing Cottonwood	To be Removed	Invasive
W	4" Caliper	Existing BoxElder	To be Removed	Invasive
X	3" Caliper	Existing Cedar	To be Removed	Good
Y	15" Caliper	Existing BoxElder	To be Removed	Invasive
Z	36" Caliper	Existing Cottonwood	To be Removed	Invasive
AA	10" Caliper - Multistem	Existing BoxElder	To be Removed	Invasive
BB	18" Caliper - Twin	Existing Ironwood	To be Removed	Good
CC	16" Caliper - Twin	Existing Elm	To be Removed	Good
DD	18" Caliper	Existing Elm	To be Removed	Marginal
EE	12" Caliper	Existing Elm	To be Removed	Good
FF	18" Caliper	Existing Elm	To be Removed	Marginal
GG	11" Caliper	Existing BoxElder	To be Removed	Invasive
HH	8" Caliper	Existing BoxElder	To be Removed	Invasive
II	6" Caliper	Existing BoxElder	To be Removed	Invasive
JJ	30" Caliper - Twin	Existing BoxElder	To be Removed	Invasive
KK	15" Caliper	Existing BoxElder	To be Removed	Invasive
LL	10" Caliper	Existing BoxElder	To be Removed	Invasive
MM	10" Caliper	Existing BoxElder	To be Removed	Invasive
NN	4" Caliper	Existing Cedar	To be Removed	Good
OO	16" Caliper	Existing BoxElder	To be Removed	Invasive
PP	8" Caliper	Existing BoxElder	To be Removed	Invasive
QQ	6" Caliper	Existing Ash	To be Removed	Mitigate/Remove
RR	8" Caliper	Existing Ash	To be Removed	Mitigate/Remove
SS	10" Caliper	Existing Ash	To be Removed	Mitigate/Remove
TT	12" Caliper	Existing Ash	To be Removed	Mitigate/Remove
UU	8" Caliper	Existing Cottonwood	To be Removed	Invasive
VV	12" Caliper	Existing BoxElder	To be Removed	Invasive
WW	4" Caliper	Existing Ironwood	To be Removed	Good
XX	8" Caliper	Existing BoxElder	To be Removed	Invasive
YY	4" Caliper	Existing Cedar	To be Removed	Good
ZZ	6" Caliper	Existing Cedar	To be Removed	Good
AAA	20" Caliper	Existing BoxElder	To be Removed	Invasive
BBB	24" Caliper	Existing BoxElder	To be Removed	Invasive
CCC	24" Caliper	Existing BoxElder	To be Removed	Invasive
DDD	8" Caliper	Existing Elm	To be Removed	Good
EEE	10" Caliper	Existing Elm	To be Removed	Good
FFF	8" Caliper	Existing BoxElder	To be Removed	Invasive
GGG	10" Caliper	Existing BoxElder	To be Removed	Invasive
HHH	8" Caliper	Existing BoxElder	To be Removed	Invasive
III	40" Caliper	Existing BoxElder	To be Removed	Invasive
JJJ	20" Caliper	Existing BoxElder	To be Removed	Invasive
KKK	24" Caliper	Existing BoxElder	To be Removed	Invasive
LLL	35" tall (estimated)	Existing Spruce	To be Removed	Good
MMM	30" tall (estimated)	Existing Spruce	To be Removed	Good
NNN	10" Caliper	Existing Cottonwood	To be Removed	Invasive
OOO	12" Caliper	Existing Cottonwood	To be Removed	Invasive
PPP	16" Caliper	Existing Cottonwood	To be Removed	Invasive
QQQ	16" Caliper	Existing Cottonwood	To be Removed	Invasive
RRR	16" Caliper	Existing Cottonwood	To be Removed	Invasive
SSS	10" Caliper	Existing Cottonwood	To be Removed	Invasive
TTT	12" Caliper	Existing BoxElder	To be Removed	Invasive
UUU	18" Caliper	Existing BoxElder	To be Removed	Invasive
VVV	15" Caliper	Existing BoxElder	To be Removed	Invasive
WWW	12" Caliper	Existing BoxElder	To be Removed	Invasive
XXX	15" Caliper	Existing BoxElder	To be Removed	Invasive
YYY	15" Caliper	Existing BoxElder	To be Removed	Invasive
ZZZ	14" Caliper	Existing BoxElder	To be Removed	Invasive
AAAA	16" Caliper	Existing Ironwood	To be Removed	Good

Code Name	Size	Common Name	Action - Remain/Remove	Tree Quality
AAAA	16" Caliper	Existing Ironwood	To be Removed	Good
BBBB	20" Caliper	Existing BoxElder	To be Removed	Invasive
CCCC	22" Caliper	Existing BoxElder	To be Removed	Invasive
DDDD	8" Caliper	Existing BoxElder	To be Removed	Invasive
EEEE	25" Caliper	Existing Cottonwood	To be Removed	Invasive
FFFF	8" Caliper	Existing Cedar	To be Removed	Good
GGGG	10" Caliper	Existing BoxElder	To be Removed	Invasive
HHHH	9" Caliper	Existing BoxElder	To be Removed	Invasive
IIII	8" Caliper	Existing Cedar	To be Removed	Good
JJJJ	9" Caliper	Existing Cedar	To be Removed	Good
KKKK	10" Caliper	Existing Cedar	To be Removed	Good
LLLL	8" Caliper	Existing Cedar	To be Removed	Good
MMMM	9" Caliper	Existing Cedar	To be Removed	Good
NNNN	8" Caliper	Existing Cedar	To be Removed	Good
OOOO	10" Caliper	Existing Cedar	To be Removed	Good
PPPP	8" Caliper	Existing Cedar	To be Removed	Good
QQQQ	9" Caliper	Existing Cedar	To be Removed	Good
RRRR	11" Caliper	Existing Cedar	To be Removed	Good
SSSS	4" Caliper	Existing Cedar	To be Removed	Good
TTTT	5" Caliper	Existing Cedar	To be Removed	Good
UUUU	5" Caliper	Existing Cedar	To be Removed	Good
VVVV	4" Caliper	Existing Cedar	To be Removed	Good
XXXX	5" Caliper	Existing Cedar	To be Removed	Good
YYYY	5" Caliper	Existing Cedar	To be Removed	Good
ZZZZ	4" Caliper	Existing Cedar	To be Removed	Good
AAAAA	5" Caliper	Existing Cedar	To be Removed	Good
BBBBB	5" Caliper	Existing Cedar	To be Removed	Good
CCCCC	4" Caliper	Existing Cedar	To be Removed	Good
DDDDD	10" Caliper (Twin)	Existing Ironwood	To be Removed	Good
EEEEE	9" Caliper (Triple)	Existing Ironwood	To be Removed	Good
FFFFF	7" Caliper	Existing Ironwood	To be Removed	Good
GGGGG	4" Caliper	Existing BoxElder	To be Removed	Invasive
HHHHH	4" Caliper	Existing BoxElder	To be Removed	Invasive
IIIII	5" Caliper	Existing BoxElder	To be Removed	Invasive
JJJJJ	5" Caliper	Existing Cedar	To be Removed	Good
KKKKK	5" Caliper	Existing Cedar	To be Removed	Good
LLLLL	5" Caliper	Existing Cedar	To be Removed	Good
MMMMM	5" Caliper	Existing Cedar	To be Removed	Good
NNNNN	5" Caliper	Existing Cedar	To be Removed	Good



Project:
SUSSEX I. M.

Libson Road
Sussex, WI

Issuance and Revisions:

Date	Number	Description
02/29/16		Client Review Submittal
03/21/16		Architectural Review Board Submittal

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Sheet Title:
EXISTING TREE INVENTORY PLAN
GENERAL NOTES,
AND PLANT MATERIAL TABLE

Date of Drawing: 03/21/16
Scale: 1" = 20'-0"
Drawn By: MCD
Job Number: L16-004
Sheet Number:

LSP1.4

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MEMORANDUM

To: Village Board, Park and Recreation Board
From: Jeremy Smith, Village Administrator
Re: A&E Services for Village Park Master Plan
Date: 6/14/2016

The Village's Capital Improvement Plan calls for construction in 2017 of the first phase of the Village Park Master Plan. This first phase includes the four diamond complex, concession facility, parking lot, and playground. The developer has indicated a readiness to proceed next year. The Village needs to design the building and the complex itself. The Village will be able to perform much of the civil engineering, but does not have the internal resources to design and bid the building. The Village will also need to utilize external expertise in the lighting and irrigation/drainage systems for the ball diamonds.

The Master planning process allowed the Village to explore alternative uses through the park at a very conceptual level. With the establishment of the first building towards the Master Plan it is important to tie the design of architecture together throughout the park and carefully consider what uses would go in what buildings. The architect will meet with the stakeholders (Park Board members, Village Board representatives, user groups, and staff) to design and bid the concession building. The architect will also provide the Village with space needs studies on the other facilities and design concepts for the Park and Recreation Board to consider based upon the design of the concession building to allow for a cohesive feel in the park.

The Village released a Request for Proposal and three firms responded. On a quality based selection process the staff is recommending a contract with Kahler Slater for an amount of \$84,900. This will provide the Village with design and concept, detailed construction drawings, specs., and bidding, and construction oversight services. This is a reasonable fee for the scope of work and estimated cost of construction. Staff would look for a 20% contingency allowance as things may arise in design that need to be explored. These costs are budgeted as part of the CIP costs for the work.

The Village will also have future consultant costs for phase one with respect to drafting and survey with the civil work along with the technical consultants for lighting and irrigation/drainage, etc, but those consultants will be worked in once the Village is further along with design of the building. Once the first phase is completed the rest of the Village Park opens up for additional phases of the Master Plan. This first phase sets the tone for the impact, effectiveness, and quality of the Village's premier park. The first phase would be completed by late summer of 2017. Please see the contract for more information.

DRAFT AIA® Document B101™ - 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the « Eighth » day of « June » in the year « Two Thousand Sixteen »
(In words, indicate day, month and year.)

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

« Village of Sussex » « »
« N64 W23760 Main Street »
« Sussex, WI 53089 »
« »

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

« Kahler Slater, Inc. » « »
« 111 W. Wisconsin Avenue »
« Milwaukee, WI 53203 »
« »

for the following Project: Kahler Slater Project No. 216055
(Name, location and detailed description)

« Architectural design and engineering services for a concessions building at Concession Stand at Village Park »
« »
« »

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.

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

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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

This project will study, design and construct a concession building with eating and storage to incorporate the facility and space needs for the baseball complex and Phase 1 of the Village Park Master Plan. The project will also perform a conceptual design plan and efficient size and location of facilities. The other buildings beyond the Concession Building will not be constructed at this time, but thorough coordination and contemplation of how the design of the concession building will impact the other facilities needs to be explored and planned for. Public access, parking, visibility, efficient operations, usefulness for seating and enjoyment of the facility by the public and the teams using the fields and safety are key components of the design. The design will involve representatives of the Village of Sussex and the community.

A preliminary space needs study will need to be completed. The Village will design the parking lot and complete other civil engineering work, but will work closely with the Architect to ensure the works effectively.

»

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date:

<< >>

.2 Substantial Completion date:

« »

§ 1.3 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.

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 identify a representative authorized to act on behalf of the Architect with respect to the Project.

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

§ 2.5 ~~The Architect shall maintain the following insurance 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.~~ Architect agrees that it will, at times during the term of this Agreement, to keep in force and effect insurance policies as outlined below, issued by a company or companies authorized to do business in the State of Wisconsin and satisfactory to the Owner. Such insurance shall be primary. Fifteen (15) days prior to the execution of this Agreement, Architect shall furnish the owner with a Certificate of Insurance and, upon request, certified copies of the required insurance policies. The Owner shall be given thirty (30) days advanced notice of cancellation, nonrenewal or material reduction of coverages, scope or limits during the term of this Agreement.

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 Commercial General Liability

~~«Policy shall be written to provide coverage for, but not limited to, premises and operations, personal injury, blanket contractual, independent contractors. Limits of liability no less than \$1,000,000.00 each occurrence, \$1,000,000.00 aggregate, \$1,000,000.00»~~

.2 Automobile Liability

~~«\$1,000,000.00—Business automobile policy covering all owned hired and non-owned private passenger and commercial vehicles. Limit of liability not less than \$1,000,000.00 combined single limit.»~~

.3 Workers' Compensation

~~«As required by the State of Wisconsin »~~

.4 Professional Liability/Errors & Omissions

~~«\$2,000,000.00—Policy shall provide liability coverage for damages and injuries arising out of the negligent act, error or omission of the Architect's employees in the performance of their services. Limit of Liability not less than \$2,000,000.00»~~

Owner to make Architect an Additional Insured on Building/Property All Risk insurance policy.

~~If requested by Owner, Architect shall submit provide a valid certificates in the form and substance satisfactory to Owner evidencing the effectiveness of the foregoing insurance policies and shall maintain a valid certificate in approved form and substance throughout the project.~~

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,~~ plumbing, and fire protection engineering services and voice data design. 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, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

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

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

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

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

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

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

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

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

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

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

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

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

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

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and 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.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

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

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

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

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

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

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

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

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

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

§ 3.5.2 COMPETITIVE BIDDING

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

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

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

~~§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by~~

- ~~.1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;~~
- ~~.2 organizing and participating in selection interviews with prospective contractors; and~~
- ~~.3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.~~

~~§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.~~

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction as modified by Owner. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Architect. If the Owner and Contractor 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.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services including reporting to Owner known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's

negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

[§ 3.6.1.3 The Architect shall prepare Drawings, Specifications and other documents and supporting data, evaluate Contractor's proposals and provide other services in connection with Change Orders and Construction Change Directives.](#)

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, 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 submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not 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 Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

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

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

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

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in 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.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction

means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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

§ 3.6.4 SUBMITTALS

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

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, 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.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor 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 Contractor 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.

§ 3.6.4.4 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.

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

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may 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.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work. [The Architect shall prepare a set of reproducible record drawings showing significant changes in the work made during construction based on mark-up prints, drawings, and other data furnished by the Contractor to the Architect and provide Owner with a copy in both printed and electronic format.](#)

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor 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 Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

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

§ 3.6.6.3 When 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 Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

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

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance. [The Architect shall provide necessary assistance to Owner to address all outstanding punch list and final completion follow through with the Contractor to complete said project including warranty period work.](#)

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.)*

Additional Services	Responsibility <i>(Architect, Owner or Not Provided)</i>	Location of Service Description <i>(Section 4.2 below or in an exhibit attached to this document and identified below)</i>
§ 4.1.1 Programming (B202™–2009)	–Architect	
§ 4.1.2 Multiple preliminary designs	Architect	
§ 4.1.3 Measured drawings	Architect	
§ 4.1.4 Existing facilities surveys	Not Provided	
§ 4.1.5 Site Evaluation and Planning (B203™–2007)	Not Provided	Will coordinate with Village’s engineers
§ 4.1.6 Building Information Modeling (E202™–2008)	Architect	
§ 4.1.7 Civil engineering/ Synthetic Turf Field Design	Owner	
§ 4.1.8 Landscape design	Owner	
§ 4.1.9 Architectural Interior Design (B252™–2007)	Architect	
§ 4.1.10 Value Analysis (B204™–2007)		
§ 4.1.11 Detailed Cost estimating	Architect	
§ 4.1.12 On-site Project Representation (B207™–2008)	Architect	
§ 4.1.13 Conformed construction documents	Architect	
§ 4.1.14 As-Designed Record drawings	Architect	
§ 4.1.15 As-Constructed Record drawings*	Architect	
§ 4.1.16 Post occupancy evaluation	Not Provided	
§ 4.1.17 Facility Support Services (B210™–2007)	Not Provided	
§ 4.1.18 Tenant-related services	Not Provided	
§ 4.1.19 Coordination of Owner’s consultants	Architect	
§ 4.1.20 Telecommunications/data design		
§ 4.1.21 Security Evaluation and Planning (B206™–	Not Provided	

	2007)		
§ 4.1.22	Commissioning (B211™–2007)	Not Provided	
§ 4.1.23	Extensive environmentally responsible design	Not Provided	
§ 4.1.24	LEED® Certification (B214™–2012)	Not Provided	
§ 4.1.25	Fast-track design services	Not Provided	
§ 4.1.26	Historic Preservation (B205™–2007)	Not Provided	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™–2007)	Not Provided	
§ 4.1.28	Design/Engineering of site-related items	Not Provided	Only exception: site lighting design
§ 4.1.29	Engineering for monumental signs	Add Service	
§ 4.1.30	Renewable energy systems	Add Service	
§ 4.1.31	Design/Engineering work 5 feet beyond building perimeter	Add Service	
§ 4.1.32	Energy cost modeling/analysis	Add Service	

[*§ 4.1.15 Architect will incorporate mark-ups provided by Contractor’s Notes during Construction.](#)

§ 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.

[« »](#)

§ 4.3 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 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 procurement or delivery method;
- .2 Services necessitated by the Owner’s request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner’s consultants or contractors;
- .5 Preparing digital data for transmission to the Owner’s consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 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 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 Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, 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 ~~«Two»~~ (~~«2»~~) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 ~~«Twelve»~~ (~~«12»~~) visits to the site by the Architect over the duration of the Project during construction
- .3 ~~«One»~~ (~~«1»~~) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 ~~«One»~~ (~~«1»~~) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within ~~«Seventeen»~~ (~~«17»~~) 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 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. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

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

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

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

§ 5.6 The Owner shall 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 as appropriate to the services provided.

§ 5.7 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.

~~§ 5.8 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.~~

~~§ 5.8 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.~~

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

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

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

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

ARTICLE 6 COST OF THE WORK

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

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

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner

requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

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

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

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

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

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

~~§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. 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. All rights, title and interest in and to the Instruments of Service including, without limitation, copyrights, shall belong to Owner at the completion of the project and when the Architect is paid in full. If Owner uses any of the Instruments of Service in connection with any unrelated project, Owner shall release, indemnify and defend Architect from any liability arising out of such use.~~

~~§ 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 Contractor, 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 author 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.~~

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. The method of binding dispute resolution between Owner and Architect shall be litigation in a court of competent jurisdiction. Both parties agree to spend sixty (60) days in discussion about a potential dispute prior to commencing litigation, mediation or arbitration proceeding. To begin this sixty (60) day period, one party shall inform the other that the period is beginning. The period shall commence when the other party has received the notification. Notifications to be sent by registered letter to the individual signatory on this contact.~~

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

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

§ 8.2 MEDIATION

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

~~§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of 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. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

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

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

(Check the appropriate box. 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.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other (Specify)

§ 8.3 ARBITRATION

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

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

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

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

§ 8.3.4 CONSOLIDATION OR JOINDER

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

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

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

ARTICLE 9 TERMINATION OR SUSPENSION

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

customary 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 for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

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

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

§ 9.6 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 then due and all Termination Expenses as defined in Section 9.7.

~~§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.~~

§ 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 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law ~~of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3 of the State of Wisconsin.~~ Any lawsuits related to or arising out of disputes under this Agreement shall be commenced and tried in the Circuit Court of Waukesha County, Wisconsin and the Owner and Architect submit to the jurisdiction of the Circuit Court for such lawsuits.

§ 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 as modified by Owner.

§ 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, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

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

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

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

§ 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.

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.)

«Compensation shall be a Lump Sum Fee as follows:

Phase I Budget & Concept Study	\$27,600
Phase II Design Development, Construction And Bidding	\$38,500
Phase II Construction	\$18,800
TOTAL	\$84,900 »

§ 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.)

«Hourly fees based on 2016 current billing rates (which may be provided to the Owner at their request) plus reimbursable expenses. »

§ 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.)

« Hourly fees based on 2016 current billing rates (which may be provided to the Owner at their request) plus reimbursable expenses. »

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus «ten» percent («10» %), or as otherwise stated below:

« »

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

Schematic Design Phase	«Twenty»	percent («20»	%)
Design Development Phase	«Twenty-Five»	percent («25»	%)
Construction Documents Phase	«Thirty»	percent («30»	%)
Bidding or Negotiation Phase	«Five»	percent («5»	%)
Construction Phase	«Twenty»	percent («20»	%)

Total Basic Compensation one hundred percent (100 %)

§ 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, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work 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

Jeff Piette	\$165/hr.
Adam Bastjan	\$110/hr.
Scott Lousier	\$122/hr.
Joe Schultz	\$166/hr.
Mary LaFrombois	\$122/hr.
Ed Dueppen	\$144/hr.
Administrative Coordinator	\$ 79/hr.
Project Manager	\$ 90/hr.
CAD	\$ 60/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;
- .2 Long distance services, 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 Consultant's 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.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

<<None >>

§ 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 ~~« fifteen-thirtyforty five »~~ (~~« -153045- »~~) 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. However, one percent (1%) of Total Basic Compensation will be held until the Owner is satisfied that the Punch List has been completed or until one (1) year after Substantial Completion, whichever comes first. (Insert rate of monthly or annual interest agreed upon.)

~~« 1.5 »~~ % ~~« per month per US Bank N.A. »~~

§ 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:

« § 12.1 Compensation for Basic Services as included in the Agreement do not include taxes or fees on professional services. If such taxes or fees are mandated in the future, such taxes or fees shall be paid by the Owner in addition to Basic Services. »

§ 12.1.2 For claims made coverage, the retroactive date for policies in force during this Agreement shall be no later than the inception date of this Agreement unless policy in force at the inception date is extended indefinitely to cover all acts. Coverage shall be extended beyond this Agreement either by a supplemental extended reporting period for at least two (2) years after work has been completed or by providing a retroactive date no later than the inception date of this Agreement for any policy issued within two (2) years after work has been completed or accepted. The retroactive date shall be started on the Certificate of Insurance.

§ 12.1.3 Any insurance policy deductibles or self-insured retentions (SIRS) must be declared to and approved by the Owner. Deductibles and SIRS shall be stated on the Certificate of Insurance.

§ 12.2 AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, ARCHITECT HEREBY NOTIFIES THE OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BULIDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO ARCHITECT, ARE THOSE WHO CONTRACT DIRECTLY WITH OWNER OR THOSE WHO GIVE OWNER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. ARCHITECT AGREES TO COOPERATE WITH OWNER AND OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

§ 12.3 Kahler Slater, Inc. shall be recognized as Architect for the Project in press releases, and at public gatherings and occasions such as the announcement of the Project, ground breaking, dedication and occupancy.

§ 12.4 Kahler Slater shall have the right to include representations of the services provided, including photographs of any workshop facilitation, among the promotional and professional materials. Provided a written request

is made in advance by the Owner, information considered confidential or proprietary shall not be included in Kahler Slater promotional materials.

§ 12.5 NON DISTRIMINATION

§ 12.5.1 In connection with the performance of work under this agreement, Architect agrees not to discriminate against any employee, applicant for employment or actual or potential recipients of service because of age, race, religion, color, marital status, sexual orientation, sex, handicap as defined in Section 504 and the Americans with Disabilities Act (ADA), development, disability or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training including apprenticeship.

§ 12.6 IDEMNIFICATION

§ 12.6.1 Architect agrees to indemnify, hold harmless and defend Owner, its officers, agents and employees from any and all liability including claims, demands, damage, actions or causes of action, together with any and all losses, costs or expenses including attorney fees, in connection with or related thereto, for bodily injury, sickness, disease, death, personal injury or damage to property or loss of use resulting therefrom arising out of or in connection with or occurring during the course of this agreement where such liability is found upon or grows out of the acts, errors or omission of the Architect, its employees, agents or subcontractors.

12.6.2 Owner agrees to indemnify, hold harmless and defend Owner, its officers, agents and employees from any and all liability including claims, demands, damage, actions or causes of action, together with any and all losses, costs or expenses including attorney fees, in connection with or related thereto, for bodily injury, sickness, disease, death, personal injury or damage to property or loss of use resulting therefrom arising out of or in connection with or occurring during the course of this agreement where such liability is found upon or grows out of the acts, errors or omission of the Owner, its employees, agents or subcontractors.

§ 12.7 ACCESS TO INFORMATION

§ 12.7.1 If requested, the Architect shall provide Owner auditors access to and furnish them with information records and reports regarding power, duties, activities, organization, property, financial transaction and methods of operation, or any other information, records and reports that related directly or indirectly to the services being rendered pursuant to this Agreement. The Architect shall also provide access for the Owner auditors to inspect all property, equipment facilities that are used or made use of by the Architect in rendering services pursuant to this Agreement. The provisions of this paragraph shall continue for a period of three years following completion of the service.

§ 12.7.2 Any information, records and reports provided to or obtained by the Owner pursuant to the preceding paragraph, or which the Owner otherwise comes into possession of pursuant of this Agreement, shall be subject to the provisions of Wisconsin's Public Records Law, including provisions regarding limitations upon access based upon trade secret information and state or federal restrictions.

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 B101™–2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

<< >>

- .3 Other documents:

(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

<< >>

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

OWNER

ARCHITECT

(Signature)

<< George C. Meyer, AIA, CEO >><< >>

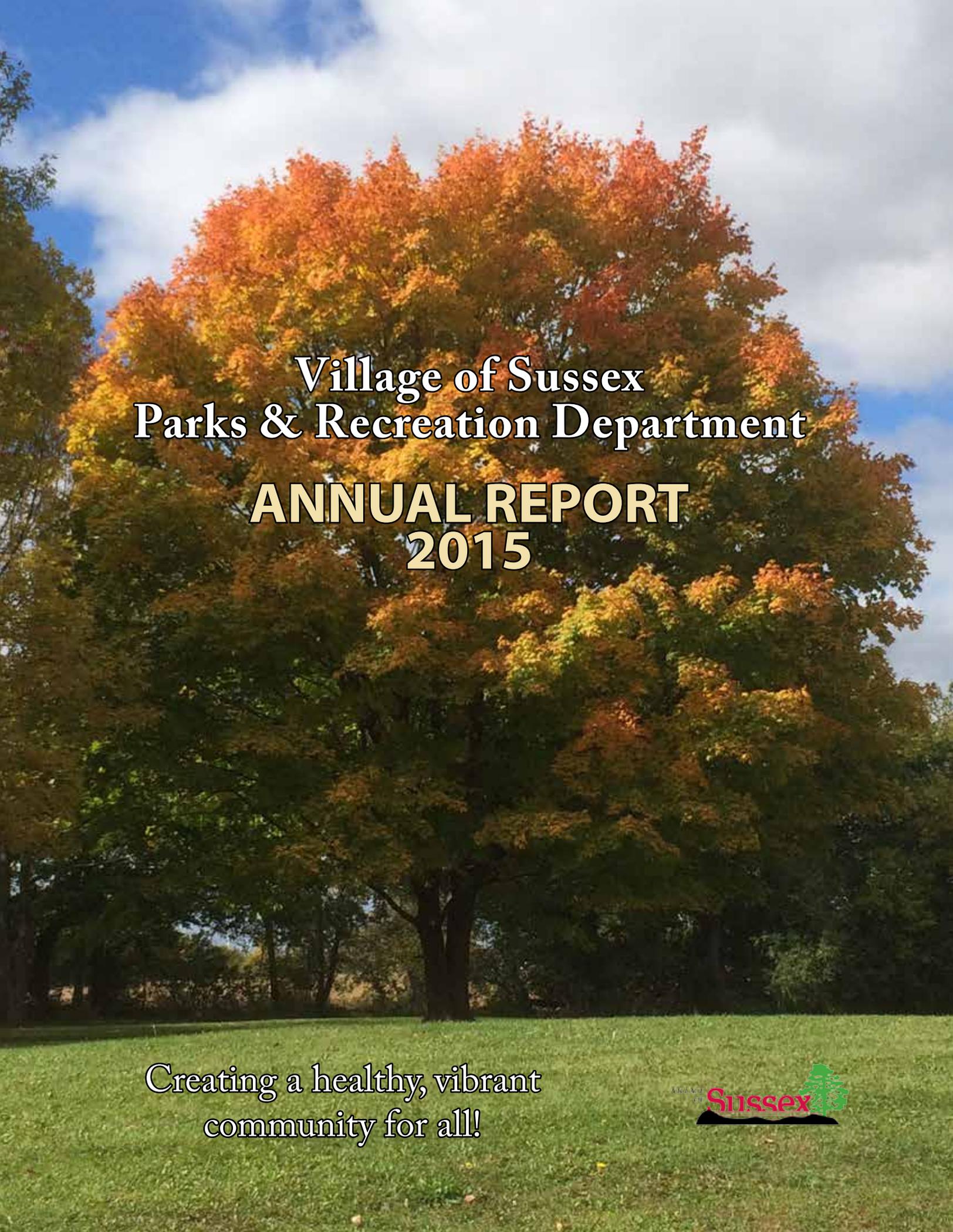
(Printed name and title)

(Signature)

<< >><< >>

(Printed name and title)





**Village of Sussex
Parks & Recreation Department**

**ANNUAL REPORT
2015**

**Creating a healthy, vibrant
community for all!**





Annual Bunny Lunch

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Senior Picnic

Mission Statement

The Sussex Community Center serves as a catalyst for community connection activities, a clearing house for community information and resources and a recognized leader in senior services. The Sussex Community Center staff is committed to providing a wide variety of leisure, sports, social, nutritional, cultural, volunteer and leadership opportunities for community members of all ages, through dynamic and innovative programming.

Key Department Strategies

- Maintain, enhance and improve the natural beauty of the Village parks.
- Increase stewardship of natural resources and community beautification efforts.
- Develop quality and affordable recreational program offerings to provoke fun, exciting, interactive learning opportunities for community members of all ages and socioeconomic levels.
- Provide access to parks and recreation in an effort to lead individuals to healthier lifestyles; improving the overall wellness of the community.
- Plan and utilize parks as community building blocks; transforming a crowd into a community.
- Enhance and improve the sense of community through community access, connections and communications.
- Build a strong network of support through advertising, donations and sponsorships.
- Provide strong, safe and family-friendly parks, facilities and recreational services to our neighborhoods and community.
- Provide a venue for community events that would draw visitors and new dollars into our vibrant, growing community.



2015 In Review & Looking Ahead



What we've learned in 2015 is that Parks and Recreation continues to be an integral part to being a member of the Sussex community. This has been made evident through the continued increases to our program participation and facility rentals. As our team continues to grow in our roles and improve our service levels, we see the community responding positively and that's what makes our jobs so rewarding.

This past year we saw the first year of the **Sussex Farmers Market** come to life and it was undoubtedly successful. With over 25 vendors and a great showing of shoppers every weekend, the totality of hours spent by the 20-plus volunteer committee proved to be worth every ounce of sweat and determination. These folks worked diligently with us from the end of 2014 and into 2015 to ensure that the market was set up for success and the community responded as such.

Another first for the department was the **Community Rummage Sale**. Spearheaded by Recreation Program Coordinator Megan Sackett, this event came to life the first weekend in May and was another booming success with over 70 homes selling items and hundreds of shoppers searching for their treasures. We are looking forward to another successful event in 2016 and giving the community another opportunity to get out and meet their neighbors.

2015 was not shy of work on the **Civic Campus** project. Staff brought their heads together to help the vision of the building come together with the multitude of uses. Final plans were approved and the project has begun to come alive. With the foundation poured and steel bringing shape to the project, staff has diligently informed the users of the exciting changes that will come with this great new space.

It comes as no surprise to anyone that our senior program participation continues to grow. Our Boomers are now retiring and looking for new ways to stay active and social, and the Parks and Recreation Department happily provides those opportunities. The new Civic Campus building project couldn't have come at a better time as we see our Community Center getting used to its maximum capacity for our Senior Dinner Parties. It breaks our hearts to turn folks away and the new space will provide us the opportunity to serve over twice

what we can today. Senior Program Coordinator Jean Horner continues to grow the senior sponsorship, which directly benefits all that come through our doors. The relationship with the County Meal Site Managers continues to grow and provide more opportunities to all in the area. We are thankful for that relationship and are happy they will be joining us in the Civic Campus building with a great new space as well.

The Parks saw the biggest change in the way of a renovated **Disc Golf Course**. This major overhaul was so needed as the Disc Golf Course continues to be the most utilized facility in our parks. A vision for what these renovations would look like started several years ago and in 2015 we were able to finish out the process. The staff worked with a local company Max-R, a division of the Prestwick Group, to bring new life to the course and were thankful for their in-kind donation of \$5,000. Each hole was outfitted with new trash and recycling receptacles, concrete pads for them to sit on, crushed granite around tee pads for erosion control, 4"x4" recycled plastic tee markers and wood chip mulch around the baskets. The course now has an updated clean look that will be more easily maintained with those changes.

As our team looks ahead to all of the great changes that are taking place in Sussex, we are overwhelmed with joy and excitement! We are grateful to be able to provide parks and recreation opportunities to this great community and be a part of all the changes that will allow us to continue to improve the level of service we deliver.

Sasha Snapp, CPRP
Parks & Recreation Director



New Weyer Park Playground Under Construction



**Stonewood Estates
Playground**

Parks

Overview

The Village of Sussex is committed to preserving the high quality of life enjoyed by our residents, providing fiscally sound, responsive municipal services, and delivering those services in an effective, efficient and professional manner.

The Village of Sussex Parks & Recreation Department has several facilities that may be rented throughout the year. Our park system offers a variety of parks, facilities and open spaces, such as neighborhood parks, a large community park, walking, biking and running trails and conservancy areas.

The park system is open to the public daily from 6 a.m. to 11 p.m. Progress is continually made to meet the recreational needs of the community.

There are a total of 274 acres of park property, divided into 15 parks, open space areas and nature preserves.

New park funding and existing park renovations are funded from the closure of Tax Incremental Districts, grants, donations, sponsorships, agreements with developers and taxes.

The Parks & Recreation Department is responsible for design, development and management of the park system. Maintenance is performed in conjunction with the Department of Public Works.

Direct Service Provided

FACILITY RENTALS

Enclosed Facilities

- Armory Concession Stand
- Community Center
- Lion's Building
- Youth Hall

Park Shelters

- Armory Park Open Air Shelter
- Early Days Open Air Shelter
- Lion's Open Air Shelter
- North Open Air Shelter

Park Facilities

- Disc Golf 18-hole course
- Non-designated open space areas
- Melinda Weaver Tennis Courts
- Village Park Tennis Courts
- Armory Park Volleyball Courts
- Village Park Volleyball Courts
- Walking, running and hiking trails
- 10 Playgrounds

Athletic Fields

- Village Park Lighted & Hardball Diamond
- Village Park Diamonds, South, Central & North
- Armory Park Diamonds #1, #2, #3 & #4
- Armory Park Soccer Fields



**Lion's Open Air Shelter
at Sussex Village Park**

2015 Key Notes ...

We saw an increase of 15.6% in building and shelter rentals in 2015.

There is a slight decrease to the Athletic Field Rentals, mainly due to the Softball Association not running leagues on Fridays.

By the numbers...

Park Shelter & Enclosed Building Rentals									
RENTALS	2015	2014	2013	2012	2011	2010	2009	2008	2007
Lion's Open Air	40	37	32	27	34	11	33	32	30
North Open Air	26	21	16	13	14	3	11	9	11
Early Days Open Air	22	17	15	7	5	0	5	1	2
Armory Open Air	5	1	0	1	2	1	4	2	4
Youth Hall	55	53	65	37	3	31	15	8	0
Community Center	120	100	79	87	34	85	36	32	22
Lion's Building	51	47	57	110	94	159	89	113	132
TOTALS	319	276	289	282	186	193	193	197	201

Athletic Field Rentals									
ATHLETIC FACILITY RENTALS	2015	2014	2013	2012	2011	2010	2009	2008	2007
Village Park #1 (South)	85	69	75	54	63	54	55	58	53
Village Park #2 (Central)	60	48	46	24	55	55	55	58	53
Village Park #3 (North)	51	68	60	48	84	72	55	58	53
Village Park Lighted	75	97	83	144	135	103	145	177	177
Village Park Hardball	108	116	114	102	113	100	44	77	39
Armory Park #1	95	92	104	101	112	78	98	86	85
Armory Park #2	102	87	110	79	92	92	90	78	57
Armory Park #3	85	87	97	76	106	49	71	41	49
Armory Park #4	52	61	62	43	55	49	49	44	45
Soccer Fields	367	367	67	-	-	-	-	-	-
TOTALS	1080	1092	751	671	815	662	662	677	611

Our programs encourage independence, including the building blocks of self awareness and respect.



Summer Day Camp

Recreation

Many recreational opportunities are offered throughout this department every day. We are a growing community and, to keep pace, we are a growing department. Today, many new programs are being established to meet the requests of the community.

Programs & Services

Youth Enrichment

Dance, Music, Playtime, Arts, Sciences, Field Trips, Cooking, Babysitting and Summer Day Camps

Youth Sports

T-Ball, Coach Pitch Baseball, Ice Skating, Soccer, Tennis, Fishing, Volleyball, Horsemanship, Swimming, Flag Football, Basketball, Archery, Golf, Bowling, Martial Arts and Sailing

Adult Programs

Dance, Fitness Programs, Table Tennis League, Basket Weaving, Arts & Crafts, Trips and Adventures, Culinary Arts and Tennis

Older Adult Programs/Events

Day Trips, Extended Adventures, Dinner Theaters, Dining, Special Parties and Picnics, Senior Fitness, Safe Driving, Golf Outing, Rock-A-Thon, Social Nights, Nutrition Classes, Senior Transportation, Bingo, Dartball, Cards, Crochet and Knitting Group

Family Programs

Birthday Parties, Parents Night Out, Open Gym, Basketball, Turkey Hunt, Easter Basket Hunt, Scarecrow Building Contest, Snowman Building Contest

Community Events

Sledding Party, Bunny Lunch, Egg Hunt, Outdoor Movies, Sounds of Sussex Concert Series, Cruise Night, 4th of July Celebration, 5K Run/Walk, Spooky Sussex, Christmas Caroling, Tree Lighting Ceremony



Ballet

By the numbers...

Program Participation Overview								
Program Area	2015	2014	2013	2012	2011	2010	2009	2008
Preschool	300	268	397	237	150			
Youth Enrichment	857	637	567	605	533			
Youth Sports	1,241	983	902	1,269	803			
Active Adults	812	1,147	749	839	960			
Adult Enrichment	313	333	100	90	47			
Seniors	857	496	608	467	548			
Totals:	4,380	3,864	3,323	3,507	3,041			

• All of the totals are cumulative.
 • Participation was not calculated per program type.

2015 Key Notes ...

- We saw a 26% growth in our youth sports numbers due to the increased participation in our Hooper Hands program
- The Youth Enrichment numbers increased due to the Day Camp program started in 2011 and has seen continued growth each year. We offer half-day and full-day camps, working with Hamilton School District's Summer Opportunities program.
- It comes as no surprise that our senior program participation continues to grow as our senior program coordinator's hours increase and boomers continue to retire, looking for activities.



Annual Holiday Swag Event

Senior Programming

Overview

Our senior programs are designed to encourage social interactions and create new friendships, as well as entertain. Many of our programs educate through presentations, activities and new skill development.

2014 Key Notes ...

- Waukesha County Sussex Congregate Meal Site yearly participation increased 18% from 2014-2015 due to Village/County new menus and an exceptional meal site manager.
- Our many monthly themed-party social events feature entertainment, food, door prizes and opportunity for social engagement. These monthly parties are most popular of all senior programs.

2015 Senior Highlights

	2015 Number of Events	2015 Number of Participants	2014 Number of Events	2014 Number of Participants	2013 Number of Events	2013 Number of Participants
SENIOR SPECIAL EVENTS		1,040 Total		1,030 Total		
Love My Community Center Week		330		300		
Rock-A-Thon		115 (weather)	7	170		
Senior Green Thumb Planting	7	45		50	7	142 Total
Senior Picnic		100		85		
Active Aging Week		325		300		
Holiday Swag		75		75		
Caroling for Seniors		50		50		
Dinner Parties	4	320	4	300	4	300
Luncheon Parties	32	1,000	25	885	25	887
Waukesha County Congregate Meal Site	M-F Daily	6,721				
MONTHLY ACTIVITIES			4	60	4	41
Technology 101, Cooking For One, Craft Club, Book Club, Pie Breaks to Educate, Bingo	53	821	12	100	10	160
			4	40	3	36
			6	150		
WEEKLY ACTIVITIES						
Bridge, Sheephead, Polish Poker, Dartball, Dominoes, Card Games, Happy Hookers	332	2,770				

2015 Senior Dinner Parties

*Potluck From the Past
Lemon-Lime Summertime
Juke Box Saturday Night
Merry & Bright*



Annual Sledding Party

Special Events



Special Events by the Numbers								
	2015	2014	2013	2012	2011	2010	2009	2008
Special Events	21	20	20	19	16	12	11	11

Key Notes

- 2015 was the first year for the Community Rummage Sale and we had 70+ houses participate and hundreds of shoppers. We are looking forward to this being a great annual event.
- Attendance at all events continues to grow. This year we did have a slight drop in Spooky Sussex attendance due to a rain event that took place during the entire event, although it was still a great turn out with 800 participants.





Sponsorships & Grants

Rock Climbing

Sponsorship & Grant History						
PROGRAM AREA	2015	2014	2013	2012	2011	2010
Recreation Brochure Advertising	\$2,740	\$2,715	\$2,975	\$3,275	\$2,725	\$2,425
Center of Attention Advertising	\$3,900	\$1,325	\$1,000	\$812	\$500	\$1,750
Park Banner Advertising	\$2,200	\$3,900	\$4,150	\$4,450	\$3,900	\$3,900
Tennis Grants	0	\$0	\$100	\$500	\$750	\$882
Special Event Sponsorships	\$6,950	\$9,025	\$8,950	\$7,650	\$6,550	\$5,500
5K Run/Walk Sponsorships	\$3,350	\$2,750	\$2,160	\$3,100	\$2,950	\$3,450
Disc Golf spobnsorships	\$5,100	\$250	\$100	\$350	\$100	\$250
Summer Day Camp/T-shirt Sponsors	\$1,850	\$1,650	\$1,300	\$150	\$150	\$0
Senior Grants	\$3,100	\$3,100	\$3,650	\$2,850	\$3,175	\$3,650
TOTALS:	\$29,190	\$24,715	\$24,385	\$23,137	\$20,800	\$21,807

Key Notes

Staff has made an effort to better track senior program participation and that is why there is a significant jump in some of our numbers.

Scholarship Program

In 2007, the Recreation Department noticed a need for financial assistance for some familites to be able to participate in recreation programs. A scholarship program was developed to support those needs and has been going strong ever since. It was started with the use of CDBG grant money and internal fundraising efforts now provide the funds for scholarships.

Sponsorship Program by the Numbers									
SCHOLARSHIP FUNDS	2015	2014	2013	2012	2011	2010	2009	2010	2011
Amount Awarded	\$5,175	\$6,075	\$10,800	\$13,725	\$6,662	\$12,000	\$9,175	\$10,950	\$7,200
Amount Used	\$1,815	\$1,642	\$3,667	\$4,249	\$1,971	\$3,090	\$4,268	\$2,121	\$790



Sussex Civic Center

Looking Ahead ...

2016 is already off to an exciting start. Subdivisions are popping up throughout the Village and so are numerous construction projects. This brings about a lot of excitement and opportunity to grow our programming and serve the public in more ways.

As we settle into our new space at the Civic Center this fall, we look forward to introducing the community to this great new building that has recreation spaces designed for their intended use, therefore improving the experience for all. With improvements to two parks, our outdoor areas will surely get more attention, as well.

The Parks & Recreation Department looks forward to 2017 showing us the great impact of these new spaces.



Intergenerational Day at Day Camp

Benefits of Parks & Recreation

Our health, our community, our economy and our environment all benefit from parks and recreational opportunities.

Our Health...

Recreational services provide structured and self-directed learning opportunities, imaginative artistic and play environments, social interaction, growth development both physically and mentally, promotes a more productive life and keeps you engaged in a healthier game of life individually and as a whole community. Healthy, active and informed lifestyles reduces stress, makes us less prone to obesity, diabetes, heart disease and even depression.

Our Community...

Parks and recreational services give the Village a vital identity. People need a place to connect; a common space to grow stronger social ties and parks and recreational activities provide that chance. Providing the Village with well-maintained, accessible parks, facilities and recreational services are key elements to having a strong, safe, family-friendly neighborhood and community. The Recreation Department strives to continue to maintain and enhance the great tradition of parks, trails and programs to keep Sussex active and a great place to live, work and play.

Our Economy...

Parks enhance property values, helps attract and retain business and offers a venue to hold community events that draw visitors and dollars into our community. Village parks attract users and visitors on a daily basis, year round. Park users are likely to visit local business before, during or after their visit to parks. Invest in the future — your gifts make you an active and involved participant in improving the quality of life for your children, their children and future generations.

Our Environment...

Parks preserve our natural treasures. Parks offer its visitors and opportunity to learn about our natural world. The preservation of air quality, wildlife habitats and the conservation of water all are essential components of a healthy human and natural environment.