



Take notice that the City of Ashland Common Council will meet in person in the City Hall Council Chambers, 601 Main Street W. Ashland, WI with the availability to attend virtually, to consider and act upon the following agenda.

To join the meeting from your computer, tablet or smartphone:

<https://global.gotomeeting.com/join/500263957>

Or dial in using your phone. United States (Toll Free): 1-877-309-2073 Access Code: 500-263-957

Please contact the Clerk's office if you require accommodations to attend the meeting.

Tuesday, March 12, 2024 Ashland City Council Meeting Agenda

1. CALL TO ORDER

A. Roll Call, Moment of Silence and Pledge of Allegiance

2. APPROVAL OF AGENDA

3. APPROVAL OF MINUTES

A. February 27, 2024 City Council and Committee of the Whole Meeting Minutes

4. CITIZEN PARTICIPATION PERIOD

5. MAYOR'S REPORT

A. Announcements

6. CONSENT AGENDA

A. Miscellaneous Minutes

7. OLD BUSINESS

- A. **Approve a Preliminary Resolution Declaring Intent to Levy Special Assessments under Municipal Police Power Pursuant to Sec. 66.0703, WI State Statute for the 2024 Ore Dock Access Road Project (Public Works) Roll**
- B. **Approve a Preliminary Resolution Declaring Intent to Levy Special Assessments under Municipal Police Power Pursuant to Sec. 66.0703, WI State Statute for the 2024 Prentice Avenue Phase 1 Reconstruction Project (Public Works) Roll**
- C. **Approve to Accept Bid from Ritola, Inc and Award a Contract for the 2024 Ore Dock Access Road Project (Public Works) Roll**



8. NEW BUSINESS

- A. **Consideration of a Bid Proposal from Green Bay Pipe & TV for the 2024 Sanitary Sewer Cleaning & Televising Project** *(Public Works)* Roll
- B. **Consider to Approve a Contract Agreement between the City of Ashland and Meyer Group Architecture to provide Architectural Design Services for the Baron Radiator Adaptive Reuse Project** *(Planning)* Roll
- C. **Consider a Proposal from Fish Creek Restoration LLC for Assessment and Concept Plan for the Bay City Creek Riparian Restoration Project** *(Parks)* Roll
- D. **Consider an Original Alcohol Beverage Retail License Application Submitted by The Landing LLC dba The Landing, 101 Lake Shore Drive West, Ashland, Wisconsin, and Agent Natalie Skinnes** *(Clerk)* Roll

9. CLOSED SESSION

- A. **Pursuant to WI Stat. 19.85(1)(c):** "Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility." *(Public Works)*
- B. **Return to Open Session**
- C. **Report of Action Taken during Closed Session**

10. ADJOURNMENT

The City of Ashland does not discriminate on the basis of sex, race, creed, color, national origin, sexual orientation, age or disability in employment or provision of services, programs or activities.

NOTE: Upon reasonable notice, the City of Ashland will accommodate the needs of disabled individuals or individuals with limited English proficiency through auxiliary aids or services. For additional information or to request this service, contact the City Clerk's Office at 715-682-7071 (not a TDD telephone number) or FAX: 715-682-7048

MEETING MINUTES
ASHLAND CITY COUNCIL
Tuesday, February 27, 2024 – 6:00 PM
Ashland City Hall Council Chambers

1. CALL TO ORDER

A. Roll Call, Moment of Silence and Pledge of Allegiance

Roll call was taken, a Moment of Silence was held, and the Pledge of Allegiance was recited.

PRESENT: Kevin Seefeldt, Sarah Jackson, Ana Tochtermann, Andy Goyke, Jim Gregoire, Charlie Ortman, Dick Pufall

ABSENT: None

ALSO PRESENT: City Attorney Tyler Wickman, Mayor Matt Mackenzie, City Administrator Brant Kucera, Police Chief Bill Hagstrom, Public Works Director John Butler, City Clerk Denise Oliphant, Deputy Clerk Kevin Haas, Planning Director Steven Wiley, and other interested citizens

2. APPROVAL OF AGENDA

Goyke moved, seconded by Ortman to approve the agenda as presented. The motion passed 7-0 by voice vote.

3. APPROVAL OF MINUTES

A. February 13, 2024 City Council and Committee of the Whole Meeting Minutes

Motion by Ortman, seconded by Jackson to approve the minutes. The motion carried 7-0 by voice vote.

4. CITIZEN PARTICIPATION PERIOD

The Deputy Clerk read the Rules for Citizen Participation, and the following offered their comments to the Council:

Bill Sann, 521 Willis Avenue, spoke regarding his experience with the City's Property Maintenance Staff. Detailed the history of his experiences.

5. MAYOR'S REPORT

A. **Announcements**

Mackenzie announced that an unusual bird has been spotted around town, specifically on the west end, called the "Field Fare" and that it is bringing many bird watchers to the city. He also announced that he attended a meeting in his role with the Ashland County Board with the Bad River Tribe, meeting the new Chairman, and discussing ways for the City and the Tribe to partner with a housing project on the east end of the city on the border with the Tribe.

6. OLD BUSINESS

A. **Approve an Ordinance to Amend Chapter 479 (2023-1988) Annexation of the North Right of Way of County Highway K, Town of Gingles, Ashland County, Ashland City Ordinances, to Accept the Corrected Plat of Survey** *(Roll)* Clerk

Motion by Seefeldt, Seconded by Tochtermann, to approve to Amend Chapter 479 (2023-1988) and to accept the corrected Plat of Survey. The motion passed 7-0 by roll call vote.

File #: 1998

B. **Approve to Allow the City of Ashland Public Works Department to Perform Public Construction without Advertising for Competitive Bids** *(Public Works)* Roll

Motion by Seefeldt, Second by Jackson, to authorize the work at the Bretting Community Center. The motion passed 7-0 by roll call vote.

7. NEW BUSINESS

A. **Consider a Resolution to Declare Condition of Elevator Shaft on the South Building Wall at 514 Main Street West an Emergency per Wisconsin State Statute 62.15(1b)** *(Public Works)* Roll

Motion by Ortman, Seconded by Tochtermann, to approve the Resolution. Motion passed in a 6-1 roll call vote, Pufall opposed.

File #: 17769

8. CLOSED SESSION

A. **Pursuant to WI Stat. 19.85(1)(g): "Conferring with legal counsel who either orally or in writing will advise governmental body on strategy to be adopted with respect to current or likely litigation."** *(6th Street West - Coleman Engineering)* *(City Attorney)*

Motion by Seefeldt, Seconded by Goyke, to enter closed session and allow John Butler to remain. Motion passed 7-0 by roll call vote.

B. **Return to Open Session**

Motion by Ortman, Seconded by Goyke, to return to open session. Motion passed 7-0 by voice vote.

- C. **Report of Action Taken During Closed Session** *Council may return to Open Session and take action on any item discussed in Closed Session.*

Mackenzie reported a Motion by Ortman, Seconded by Tochtermann: The Council approves the attorneys to settle the case as discussed in closed session. Motion passed unanimously by roll call vote in closed session.

9. ADJOURNMENT

Motion by Ortman, Seconded by Seefeldt to adjourn. Motion passed 7-0, by voice vote.

Submitted by Kevin Haas, Deputy Clerk

MEETING MINUTES
COMMITTEE OF THE WHOLE MEETING
Tuesday, February 27, 2024 – 6:00 PM
Ashland City Hall Council Chambers

1. **Roll Call**

Roll call was taken.

PRESENT: Kevin Seefeldt, Sarah Jackson, Ana Tochtermann, Andy Goyke, Jim Gregoire, Charlie Ortman, Dick Pufall

ABSENT: None

ALSO PRESENT: Mayor Matt Mackenzie, City Administrator Brant Kucera, Public Works Director John Butler, Planning Director Steven Wiley, Police Chief Bill Hagstrom, Parks and Recreation Director Sara Hudson.

2. **Approval of Agenda**

Motion to approve agenda as presented by Seefeldt, second by Jackson. Passes 7-0 by voice vote.

3. **Council President's Report**

Council President Ortman expressed his hope that the housing projects underway and in talks are able to come to fruition.

4. **Administrator's Report**

City Administrator reported that Book Across the Bay was a success, and even though it was a down year for attendance, the city's revenue resulted in a break-even for the investments the city put in. Kucera also reported that Gov. Evers signed relief for winter-reliant businesses effected by the low amount of snow and warm temperatures this winter.

5. **Committee Updates**

Main Street Board - Reported that the Chamber is taking over as the over-sight for the Main Street Board. A council member will retain membership on the board and voting power.

Library Board - Jackson Reported that the Library Board is working on information regarding the referendum, also reported that 60,000 people visited the library in 2023.

Parks and Rec - The Committee is working on the Parks Master Plan, working with the community garden on native plant swap, and the warming house at the East End Skating Rink is going to require a significant investment and fundraising is underway (already raised \$50,000), Sara Hudson is working on an afterschool program and is in need of volunteers.

Public Works - Talking about Special Assessments and the bike plan.

Sustainability - Working on a Sustainability Grant, working on PR regarding the new water intake pipe, working on eliminating invasives in seed mixes (modeled after Milwaukee's policy)

6. **DISCUSSION ITEMS**

- A. **Discussion and Possible Action to Allow the Ashland Fire Department to Apply for an Assistance to Firefighters Grant** *(Fire Chief)*

Motion to approve by Seefeldt, Seconded by Jackson. Passes 7-0 by voice vote.

- B. **Presentation and Discussion Regarding Upcoming Special Assessment Process for Capital Projects** *(Public Works)*

No action taken.

- C. **Update on Police Department Solar Array** *(Planning)*

No action taken.

- D. **Review and Discussion of the Progress of the City Administrator's Goals and Evaluation** *(Mayor)*

No action taken.

- E. **Discussion and Possible Action Regarding Solid Waste Rates** *(Administration)*

Motion to Approve Rates as Presented by Goyke, Seconded by Seefeldt. Passes 7-0 by voice vote.

- F. **Review, Discussion and Possible Action Regarding the Process of Bringing an Item to the Committee of the Whole Agenda** *(Mayor)*

No action taken.

- G. **Recurring Discussion and Possible Action Regarding Homelessness and Current Ordinances Regarding Use of Public Spaces in the City of Ashland** *(Ortman)*

No action taken.

7. **Items for Future Discussion**

Future discussion on homeless issues/solutions, invite Ray Kallio (Property Maintenance) to discuss his work, share new district maps from state redistricting.

8. **Adjournment**

Motion to Adjourn by Goyke, Seconded by Seefeldt. Passes 7-0 by voice vote.

Submitted by Kevin Haas, Deputy Clerk

City of Ashland – Public Works Committee Meeting

Minutes

A meeting of the Public Works Committee was held on **Thursday, January 11, 2024** at **5:00 PM** in the City Hall Council Chambers (601 Main St W).

1. Roll Call

The Thursday January 11, 2024 Public Works Committee meeting was called to order at 5:00pm. Roll Call was taken.

PRESENT: Phil Sorensen, Andy Goyke, Ed Calhan, Robert Klamerus, Anne Chartier

ALSO PRESENT: Public Works Director John Butler, Utility Billing Specialist Megan Erickson, Public Works Administrative Manager David Garrington

2. Approval of Minutes

Sorensen moved, seconded by Calhan, to approve the minutes from the Thursday December 14, 2023 meeting. The motion was carried unanimously by voice vote.

3. Citizen Participation Period

None

4. Unfinished Business

None

5. New Business

Motion by Chartier, second by Goyke, to approve amending the agenda to accommodate the schedules of various participants in attendance. The motion carried unanimously by voice vote. Items b. and c. were covered first, followed by items a. and d.

a. Public Works and Utility 2024 Budget Overview

John gave an overview of the Public Works operating budgets for the various departments within Public Works. The Utility budget was tabled for a future meeting.

b. Discussion and Possible Recommendation on Manual-Read Water Meters

A few residents approached the Public Works Department about opting out of the meter changeout project out of fear of electromagnetic fields in their homes from the new meters. Motion by Goyke, second by Sorensen, to deny exceptions to the

meter changeout project in order to allow for manually read meters to exist in the City at the homeowner's expense. Motion carries unanimously by voice vote.

c. Discussion and Possible Recommendation on Residential Cross-Connection Control Enforcement

The committee agreed that the Public Works Department should proceed with developing a cross connection control plan to ensure all connections between the drinking water supply and a potential source of contamination or pollution are properly protected. They also recommended revising current ordinances or creating an ordinance allowing the City to take action against someone violating cross-connection rules. Item is tabled for a future meeting while the department develops a plan.

d. Road Salt Use for Winter Maintenance on City Streets

David discussed salt use by the Public Works Department on City streets.

6. Items of Interest for Future Meetings

a. Bike Plan Update

7. Set Next Meeting Date

a. Thursday February 8, 2024

8. Adjournment

Motion by Sorensen to adjourn. Second by Klamerus. Motion carries unanimously.

SUBJECT: Approve a Preliminary Resolution Declaring Intent to Levy Special Assessments under Municipal Police Power Pursuant to Sec. 66.0703, WI State Statute for the 2024 Ore Dock Access Road Project (*Public Works*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: City Administrator
Public Works Director

EXHIBITS: 1. Proposed Preliminary Resolution No. 17770
2. Project Location Map

EXPENDITURES REQUIRED: N/A

AMOUNT BUDGETED: N/A

**APPROPRIATION
REQUIRED:** N/A

**TREASURER'S
CERTIFICATE:** N/A

COMPLIANCE WITH ORD. 51: NA

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: NA

SUMMARY STATEMENT:

The 2024 Ore Dock Access Road project consists of various infrastructure improvements, including the connection of Stuntz Avenue to US Highway 2 and construction of an avenue with median and shared use path (ie trail) to the ore dock. In addition, the project will construct a pedestrian connection from Water Street to the ore dock that meets Americans with Disability (ADA) requirements. Replacement of sanitary sewer and an aged water main that crosses Bay City Creek are also included.

At the September 26, 2022 meeting, the Council approved a proposal from Cedar Corporation for engineering design services, and the project was publicly bid on March 6, 2024. New sidewalk construction is planned almost exclusively in areas where properties are owned by the City, and the cost of this work will be funded by the City. However, minor quantities of special assessment for driveway aprons and carriage walks are planned for one block of St Claire Street while sidewalk replacement along US Highway 2 will occur in front of one privately-owned property. Driveways aprons and carriage walks are considered "assessable project elements and costs" under the City's Sidewalk Special Assessment Policy.

The proposed resolution authorizes the City Public Works Department to proceed with development of a report for sidewalk special assessments on the 2024 Ore Dock Access Road Project in accordance with the City's

Sidewalk Special Assessment Policy. After the report is completed, a Public Hearing will be held to allow affected residents to comment on the proposed special assessments.

RESOLUTION No. 17770

PRELIMINARY RESOLUTION DECLARING INTENT TO LEVY SPECIAL ASSESSMENTS UNDER MUNICIPAL POLICE POWER PURSUANT TO SEC. 66.0703, WI STATE STATUTE FOR THE 2024 ORE DOCK ACCESS ROAD PROJECT

RESOLVED, by the Ashland Common Council, City of Ashland, Wisconsin, Ashland County, Wisconsin:

1. The Ashland Common Council hereby declares its intention to exercise its police power under §66.0703, Stats., to levy special assessments upon property in the assessment district hereafter described for benefits conferred upon such property by reason of the following public work and improvements:

Concrete Sidewalk Installation and Replacement
Concrete or Asphaltic Driveway Installation and Replacement
Concrete Carriage Walk Installation and Replacement
2. The property to be assessed lies within the following described assessment district:
 - a. All properties adjacent to St Claire Street from Stuntz Avenue to 9th Avenue East, City of Ashland, Ashland County, Wisconsin.
 - b. All properties adjacent to Lakeshore Drive East from Stuntz Avenue to 7th Avenue East, City of Ashland, Ashland County, Wisconsin.
3. The total amount assessed against the properties in the described assessment district shall not exceed 50% of the cost of the improvements.
4. The Ashland Common Council determines that the improvements constitute an exercise of the police power for the health, safety and general welfare of the municipality and its inhabitants.
5. The City Public Works Department shall prepare a report which shall consist of:
 - a. Preliminary plans and specifications for the improvements.
 - b. An estimate of the entire cost of the proposed improvements.
 - c. A statement that the property against which the assessment are proposed will be benefitted.
 - d. Schedule of proposed assessments
6. When the report is completed, the City Public Works Department shall file a copy of the report with the City Clerk for public inspection and, if state property is to be assessed, shall mail a copy of the report to the responsible state agency and, for assessments of \$50,000 or more, to the Wisconsin State Building Commission.
7. Upon receiving the report of the Public Works Department, the City Clerk shall cause notice to be given stating the nature of the proposed improvements, the general boundary lines of the proposed Assessment District, (including a small map thereof,) the time and place at which the report may be inspected, and the time and place of the public hearing on the matters contained in

the preliminary resolution and the report. This notice shall be published as a class 1 notice under Ch. 985, Stats, and copy shall be mailed, at least 10 days before the hearing, to every interested party whose address is known or can be ascertained with reasonable diligence.

8. The hearing will be held at the Ashland City Hall, 601 West Main Street, Ashland, Wisconsin, at a time set by the City Clerk in accordance with §66.0703, Stats., which shall be not less than 10 nor more than 40 days after publication. People will be able to attend virtually or in person.

9. The number of installments in which the assessment against any parcel may be paid shall be determined at the hearing provided for in paragraph 7, above.

PASSED: March 12, 2024

Alderperson

ATTEST:

Denise Oliphant, City Clerk

Matthew MacKenzie, Mayor

APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney

\\Clients--Meno\\A\\A2920 Ashland, City of\\020 Ore Dock Access Road\\100 Cod\\dwg\\010101_tl_2920020.dwg 02/22/24 12:08:45 PM



SHEET INDEX	
SHEET	SHEET DESCRIPTION
1	TITLE SHEET
2	GENERAL NOTES
3	PROJECT OVERVIEW
4	TYPICAL SECTIONS
5-15	CONSTRUCTION DETAILS
16-19	INTERSECTION DETAILS
20-21	EROSION CONTROL
22-26	TRAFFIC CONTROL
27-39	PLAN & PROFILE
40-47	CROSS SECTIONS



I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME
OR UNDER MY PERSONAL DIRECTION AND CONTROL AND
THAT I AM A DULY REGISTERED PROFESSIONAL UNDER THE
LAWS OF THE STATE OF WISCONSIN.

JOB NO. A2920-020
DRAWN BY RDJ
CHECKED BY GRA
DATE 2024
REVISIONS
REFERENCE FILE 00base_*.dwg
DRAWING FILE *.dwg

Cedar
corporation

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WWW.CEDARCORP.COM

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WINA27 Washington Ave.
Greenville, WY 82502
FAX 307-335-2688
FAX 307-335-2688

26203 Barton Commons Dr.
Suite 142
Madison, WI 53718
FAX 608-249-5624

1406 Bellevue Street
Suite 302
Green Bay, WI 54301
FAX 920-487-9020
FAX 920-475-2227

604 Wilson Ave.
Menomonee, WI 54751
FAX 920-475-2227

CITY OF ASHLAND
ORE DOCK ACCESS ROAD
ASHLAND COUNTY, WISCONSIN
TITLE SHEET

SHEET NO.

1 OF 62

SUBJECT: Approve a Preliminary Resolution Declaring Intent to Levy Special Assessments under Municipal Police Power Pursuant to Sec. 66.0703, WI State Statute for the 2024 Prentice Avenue Phase 1 Reconstruction Project (*Public Works*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: City Administrator
Public Works Director

EXHIBITS: 1. Preliminary Resolution No. 17771
2. Project Location Map

EXPENDITURES REQUIRED: N/A

AMOUNT BUDGETED: N/A

**APPROPRIATION
REQUIRED:** N/A

**TREASURER'S
CERTIFICATE:** N/A

COMPLIANCE WITH ORD. 51: NA

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: NA

SUMMARY STATEMENT:

The 2024 Prentice Avenue Phase 1 Reconstruction Project consists of the reconstruction of Prentice Avenue (roadway, portions of sidewalk, stormwater, and watermain) from 6th Street East to 11th Street East.

At the September 8, 2020 meeting, the Council approved a State Municipal Agreement (SMA) with the Wisconsin Department of Transportation (WI DOT) for the project, which has a total estimated cost of \$2.3 million, including construction, contingency and engineering. At the June 14, 2022 meeting, the Council approved a three-party agreement with the WI DOT and Short Elliott, Hendrickson (SEH) for engineering design services.

The preliminary resolution authorizes the City Public Works Department to proceed with development of a report for sidewalk special assessments on the 2024 Prentice Avenue Phase 1 Reconstruction Project in accordance with the City's Sidewalk Special Assessment Policy. After the report is completed, a Public Hearing will be held to allow affected residents to comment on the proposed special assessments.

The existing sidewalk currently extends from 6th Street East to 11th Street East. The project design will minimize removal and replacement of existing sidewalks that are in good condition to the extent possible. Due

to the availability of grant funds from the WI DOT for 80% of eligible project costs (including sidewalk and associated items), the total amount assessed against property owners is anticipated to be 20% of the cost of construction for sidewalk. Driveway aprons and carriage walks will be assessed at a rate determined by the Council.

RESOLUTION No. 17771

PRELIMINARY RESOLUTION DECLARING INTENT TO LEVY SPECIAL ASSESSMENTS UNDER MUNICIPAL POLICE POWER PURSUANT TO SEC. 66.0703, WI STATE STATUTE FOR THE 2024 PRENTICE AVENUE PHASE 1 RECONSTRUCTION PROJECT

RESOLVED, by the Ashland Common Council, City of Ashland, Wisconsin, Ashland County, Wisconsin:

1. The Ashland Common Council hereby declares its intention to exercise its police power under §66.0703, Stats., to levy special assessments upon property in the assessment district hereafter described for benefits conferred upon such property by reason of the following public work and improvements:

Concrete Sidewalk Installation and Replacement
Concrete or Asphaltic Driveway Installation and Replacement
Concrete Carriage Walk Installation and Replacement
2. The property to be assessed lies within the following described assessment district:
 - a. All properties adjacent to Prentice Avenue from 6th Street East to 11th Street East, City of Ashland, Ashland County, Wisconsin.
3. The total amount assessed against the properties in the described assessment district shall not exceed 50% of the cost of the improvements.
4. The Ashland Common Council determines that the improvements constitute an exercise of the police power for the health, safety and general welfare of the municipality and its inhabitants.
5. The City Public Works Department shall prepare a report which shall consist of:
 - a. Preliminary plans and specifications for the improvements.
 - b. An estimate of the entire cost of the proposed improvements.
 - c. A statement that the property against which the assessment are proposed will be benefitted.
 - d. Schedule of proposed assessments
6. When the report is completed, the City Public Works Department shall file a copy of the report with the City Clerk for public inspection and, if state property is to be assessed, shall mail a copy of the report to the responsible state agency and, for assessments of \$50,000 or more, to the Wisconsin State Building Commission.
7. Upon receiving the report of the Public Works Department, the City Clerk shall cause notice to be given stating the nature of the proposed improvements, the general boundary lines of the proposed Assessment District, (including a small map thereof,) the time and place at which the report may be inspected, and the time and place of the public hearing on the matters contained in the preliminary resolution and the report. This notice shall be published as a class 1 notice under Ch. 985, Stats, and copy shall be mailed, at least 10 days before the hearing, to every interested party whose address is known or can be ascertained with reasonable diligence.

8. The hearing will be held at the Ashland City Hall, 601 West Main Street, Ashland, Wisconsin, at a time set by the City Clerk in accordance with §66.0703, Stats., which shall be not less than 10 nor more than 40 days after publication. People will be able to attend virtually or in person.

9. The number of installments in which the assessment against any parcel may be paid shall be determined at the hearing provided for in paragraph 7, above.

PASSED: March 12, 2024

Alderson

ATTEST:

Denise Oliphant, City Clerk

Matthew MacKenzie, Mayor

APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney

PROJECT ID: 8895-00-14
WITH: N/A

COUNTY: ASHLAND

ORDER OF SHEETS

Section No.	1	Title
Section No.	2	Typical Sections and Details
Section No.	3	Estimate of Quantities
Section No.	3	Miscellaneous Quantities
Section No.	4	Right of Way Plat
Section No.	5	Plan and Profile
Section No.	6	Standard Detail Drawings
Section No.	7	Sign Plates
Section No.	8	Structure Plans
Section No.	9	Computer Earthwork Data
Section No.	9	Cross Sections

TOTAL SHEETS =



DESIGN DESIGNATION

A.A.D.T.	2024	=	330
A.A.D.T.	2044	=	370
D.H.V.		=	37
D.D.		=	50/50
T.		=	12.0%
DESIGN SPEED		=	30 MPH
ESALS		=	66,000

CONVENTIONAL SYMBOLS

PLAN	
CORPORATE LIMITS	
PROPERTY LINE	
LOT LINE	
LIMITED HIGHWAY EASEMENT	
EXISTING RIGHT OF WAY	
PROPOSED OR NEW R/W LINE	
SLOPE INTERCEPT	
REFERENCE LINE	
EXISTING CULVERT	
PROPOSED CULVERT (Box or Pipe)	
COMBUSTIBLE FLUIDS	
MARSH AREA	
WOODED OR SHRUB AREA	

PROFILE	
GRADE LINE	
ORIGINAL GROUND	
MARSH OR ROCK PROFILE (To be noted as such)	
SPECIAL DITCH	
GRADE ELEVATION	
CULVERT (Profile View)	
UTILITIES	
ELECTRIC	
FIBER OPTIC	
GAS	
SANITARY SEWER	
STORM SEWER	
TELEPHONE	
WATER	
UTILITY PEDESTAL	
POWER POLE	
TELEPHONE POLE	

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STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION

PLAN OF PROPOSED IMPROVEMENT

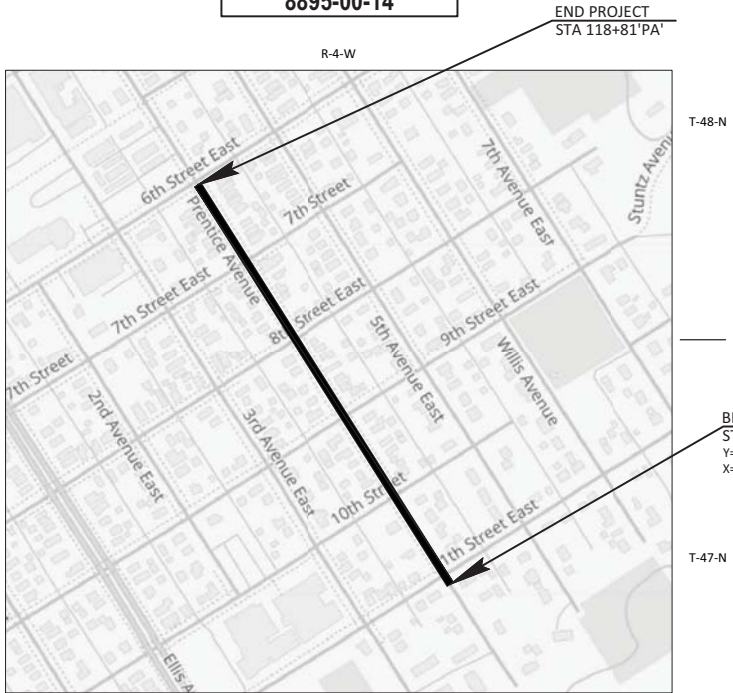
C ASHLAND, PRENTICE AVE

11TH STREET E TO 6TH STREET E

PRENTICE AVENUE

ASHLAND COUNTY

STATE PROJECT NUMBER
8895-00-14



LAYOUT
SCALE 0 500 FT
TOTAL NET LENGTH OF CENTERLINE = 0.354 MI

HORIZONTAL POSITIONS SHOWN ON THIS PLAN ARE WISCONSIN COORDINATE REFERENCE SYSTEM (WISCRS), ASHLAND COUNTY, NAD83 (2011), IN U.S. SURVEY FEET. POSITIONS SHOWN ARE GRID COORDINATES, GRID BEARINGS, AND GRID DISTANCES. GRID DISTANCES ARE THE SAME AS GROUND DISTANCES.

ELEVATIONS ARE REFERENCED TO NAVD 88 (2012). GPS DERIVED ELEVATIONS ARE BASED ON GEOID 12A.

STATE PROJECT	FEDERAL PROJECT	
	PROJECT	CONTRACT
8895-00-14		

ACCEPTED FOR
CITY of ASHLAND
(Date) (Signature & Title of Official)

ORIGINAL PLANS PREPARED BY
 Short Elliott Hendrickson Inc. 10 North Bridge Street Chippewa Falls, WI 54729-2550 Building a Better World 715.720.6200 main 888.908.8166 fax for All of Us 800.472.5881 toll free www.sehinc.com

PRELIMINARY 90% REVIEW NOT FOR BIDDING OR CONSTRUCTION
(Date) (Signature)

STATE OF WISCONSIN	
DEPARTMENT OF TRANSPORTATION	
PREPARED BY	
Surveyor	SEH
Designer	SEH
Project Manager	PAULA GROOM, PE
Regional Examiner	TOU YANG, PE
Regional Supervisor	TYLER RONGSTAD, PE

APPROVED FOR THE DEPARTMENT
DATE: (Signature)

E

FILE NAME : X:\AE\ASHLA\168766\5-FINAL-DSGN\5-1-DRAWINGS\40-TRANS\HWY\88950014\SHEETS\SEC 01 TITLE\010101-TI (TITLE SHEET PRENTICE AVE).DWG

PLOT DATE : 10/30/2023 12:26 PM

PLOT BY : SEH

PLOT NAME :

SUBJECT: Approve to Accept Bid from Ritola, Inc and Award a Contract for the 2024 Ore Dock Access Road Project (*Public Works*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: City Administrator
Public Works Director
Approved by Committee of the Whole, September 26, 2023

EXHIBITS:

1. Bid Tabulation - Ore Dock Access Road
2. Bid Analysis - Ore Dock Access Road

EXPENDITURES REQUIRED:

	Constructio n Total	Constructio n Contingency (10%)	Constructio n Total Expense
Street Improvement s (Fund 470)	\$977,912.04	\$97,971.20	\$1,075,703.2 4
Sewer Utility (Fund 690)	\$215,691.00	\$21,569.10	\$237,260.10
Water Utility (Fund 680)	\$482,352.75	\$48,235.28	\$530,588.03
Pedestrian Trail Access (Fund 470)	\$81,706.96	\$8,170.70	\$89,877.66
TOTAL PROJECT	\$1,757,662.7 5	\$175,766.28	\$1,933,429.0 3

AMOUNT BUDGETED: \$ 1,365,000.00 - Fund 470 Street Improvements (Ore Dock Access Road)
\$ 200,000.00 - Fund 470 Street Improvements (Pedestrian Trail Access)
\$ 1,565,000.00 - Fund 470 Total

**APPROPRIATION
REQUIRED:** \$ 530,588.03 - Fund 680 Water Utility (WI DNR Safe Drinking Water
Loan FY 2025)
\$ 237,260.10 - Fund 690 Wastewater Utility (WI DNR Clean Water Water
Loan FY 2025 or Fund Balance)

**TREASURER'S
CERTIFICATE:** The Treasurer's Office has certified on March 7, 2024, that Ritola, Inc is in
compliance with the provisions of Ordinance 923.10 Ashland City
Ordinances.

COMPLIANCE WITH ORD. 51: The Mayor and/or Clerk consented to placement of this agenda item on the Council agenda as timely action is needed.

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: The proposed development conforms to the goals and community values identified in the City of Ashland's Comprehensive Plan.

SUMMARY STATEMENT:

Cedar Corporation, on behalf of the City of Ashland Public Works Department, received and opened five bids on March 6, 2024 for the 2024 Ore Dock Access Road Project.

The project consists of various infrastructure improvements, including the connection of Stuntz Avenue to US Highway 2, and construction of an avenue with a median and shared use path (ie trail) to the Ore Dock. In addition, the project will construct a pedestrian connection from Water Street to the Ore Dock that meets Americans with Disability (ADA) requirements. Replacement of sanitary sewer and an aged water main that crosses Bay City Creek are also included.

The lowest responsible bidder was Ritola, Inc. The Public Works Department, along with Cedar Corporation, recommends awarding the contract to Ritola, Inc.

Due to the timing of the bid opening, information regarding proposed expenditures, amounts budgeted and appropriations required will be provided to Council at the March 12, 2024 meeting.



Bid Tabulation

Ashland Ore Dock Access Road
City of Ashland

March 6, 2024

Line				Ritola Inc Mason, WI		Jake's Excavating Ironwood, MI		Northern Interstate Const South Range, WI		McCabe Construction Eau Claire, WI		A-1 Excavating LLC Bloomer, WI	
Item	Item Description	Unit	Qty	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Sanitary Sewer													
1	Sanitary Sewer Mains, PVC SDR 35, 8"	L.F.	860	\$68.50	\$58,910.00	\$67.00	\$57,620.00	\$94.24	\$81,046.40	\$98.00	\$84,280.00	\$95.00	\$81,700.00
2	Sanitary Sewer Laterals, PVC SDR 35, 4" (WYE)	L.F.	100	\$70.50	\$7,050.00	\$100.00	\$10,000.00	\$105.96	\$10,596.00	\$173.00	\$17,300.00	\$122.00	\$12,200.00
3	Sanitary Sewer Laterals, PVC SDR 35, 6" (WYE)	L.F.	20	\$69.75	\$1,395.00	\$110.00	\$2,200.00	\$105.96	\$2,119.20	\$220.00	\$4,400.00	\$128.00	\$2,560.00
4	Sanitary Sewer Laterals, PVC SDR 35, 6" (SADDLE)	L.F.	200	\$66.50	\$13,300.00	\$65.00	\$13,000.00	\$105.96	\$21,192.00	\$85.00	\$17,000.00	\$77.00	\$15,400.00
5	Sanitary Forcemain, PVC DR 26, 6"	L.F.	460	\$66.00	\$30,360.00	\$58.75	\$27,025.00	\$60.66	\$27,903.60	\$53.50	\$24,610.00	\$77.00	\$35,420.00
6	Standard Manholes, Type I	V.F	55	\$565.00	\$31,075.00	\$490.00	\$26,950.00	\$825.75	\$45,416.25	\$390.00	\$21,450.00	\$464.00	\$25,520.00
7	Reconstruct Sanitary Manhole	L.S.	1	\$950.00	\$950.00	\$2,200.00	\$2,200.00	\$2,500.00	\$2,500.00	\$1,435.00	\$1,435.00	\$2,000.00	\$2,000.00
8	Sanitary Manhole Casting, R-1642	EA.	5	\$750.00	\$3,750.00	\$975.00	\$4,875.00	\$875.00	\$4,375.00	\$780.00	\$3,900.00	\$1,000.00	\$5,000.00
9	Connect to Existing Lift Station	L.S.	1	\$2,135.00	\$2,135.00	\$3,000.00	\$3,000.00	\$4,050.00	\$4,050.00	\$1,880.00	\$1,880.00	\$3,600.00	\$3,600.00
10	Connect to Sanitary Sewer	EA.	4	\$1,825.00	\$7,300.00	\$925.00	\$3,700.00	\$4,050.00	\$16,200.00	\$925.00	\$3,700.00	\$1,600.00	\$6,400.00
11	Televising Sanitary Sewer	L.F.	860	\$2.75	\$2,365.00	\$4.25	\$3,655.00	\$7.50	\$6,450.00	\$2.00	\$1,720.00	\$3.00	\$2,580.00
	Subtotal Sanitary Sewer				\$158,590.00		\$154,225.00		\$221,848.45		\$181,675.00		\$192,380.00
Watermain													
12	Watermain, PVC C900, 6"	L.F.	420	\$70.50	\$29,610.00	\$62.00	\$26,040.00	\$77.20	\$32,424.00	\$67.50	\$28,350.00	\$79.00	\$33,180.00
13	Watermain, PVC C900, 8"	L.F.	890	\$83.00	\$73,870.00	\$70.65	\$62,878.50	\$93.18	\$82,930.20	\$80.50	\$71,645.00	\$98.00	\$87,220.00
14	Watermain, PVC C900, 12"	L.F.	616	\$112.00	\$68,992.00	\$100.00	\$61,600.00	\$132.54	\$81,644.64	\$126.50	\$77,924.00	\$126.00	\$77,616.00
15	Watermain, HDPE SDR 11 DIPS, 14"	L.F.	504	\$147.00	\$74,088.00	\$154.50	\$77,868.00	\$144.00	\$72,576.00	\$152.50	\$76,860.00	\$232.00	\$116,928.00
16	Valves, 6"	EA.	11	\$2,400.00	\$26,400.00	\$2,350.00	\$25,850.00	\$3,442.00	\$37,862.00	\$2,360.00	\$25,960.00	\$2,500.00	\$27,500.00
17	Valves, 8"	EA.	6	\$3,150.00	\$18,900.00	\$3,025.00	\$18,150.00	\$4,215.00	\$25,290.00	\$3,100.00	\$18,600.00	\$3,400.00	\$20,400.00
18	Valves, 12"	EA.	2	\$4,800.00	\$9,600.00	\$5,150.00	\$10,300.00	\$6,863.99	\$13,727.98	\$5,245.00	\$10,490.00	\$5,850.00	\$11,700.00
19	Water Valve Manhole	LS.	1	\$9,750.00	\$9,750.00	\$20,550.00	\$20,550.00	\$18,790.83	\$18,790.83	\$15,150.00	\$15,150.00	\$16,408.00	\$16,408.00
20	Fire Hydrant	EA.	2	\$1,005.00	\$2,010.00	\$1,200.00	\$2,400.00	\$3,059.00	\$6,118.00	\$1,045.00	\$2,090.00	\$1,000.00	\$2,000.00
21	Water Service Corporation and Curb Valves, 1.0"	EA.	9	\$865.00	\$7,785.00	\$1,250.00	\$11,250.00	\$1,000.00	\$9,000.00	\$800.00	\$7,200.00	\$1,985.00	\$17,865.00
22	Water Service Pipe and Tubing, HDPE CTS, 1.0"	L.F.	332	\$42.00	\$13,944.00	\$40.00	\$13,280.00	\$29.00	\$9,628.00	\$59.50	\$19,754.00	\$87.00	\$28,884.00
23	Connect to Existitng Watermain	EA.	7	\$2,300.00	\$16,100.00	\$1,350.00	\$9,450.00	\$3,490.00	\$24,430.00	\$2,300.00	\$16,100.00	\$2,250.00	\$15,750.00
24	Insulation	S.F.	200	\$6.00	\$1,200.00	\$4.00	\$800.00	\$6.00	\$1,200.00	\$5.65	\$1,130.00	\$9.00	\$1,800.00
	Subtotal Watermain				\$352,249.00		\$340,416.50		\$415,621.65		\$371,253.00		\$457,251.00

Line				Ritola Inc Mason, WI		Jake's Excavating Ironwood, MI		Northern Interstate Const South Range, WI		McCabe Construction Eau Claire, WI		A-1 Excavating LLC Bloomer, WI	
Item	Item Description	Unit	Qty	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Storm Sewer													
25	Storm Sewer, RCP, 12"	L.F.	5	\$87.00	\$435.00	\$100.00	\$500.00	\$96.00	\$480.00	\$210.00	\$1,050.00	\$159.00	\$795.00
26	Storm Sewer, HDPE, 12"	L.F.	250	\$57.50	\$14,375.00	\$38.00	\$9,500.00	\$94.30	\$23,575.00	\$48.50	\$12,125.00	\$72.00	\$18,000.00
27	Storm Sewer, HDPE, 15"	L.F.	145	\$59.50	\$8,627.50	\$40.00	\$5,800.00	\$54.53	\$7,906.85	\$55.50	\$8,047.50	\$77.00	\$11,165.00
28	Storm Sewer, HDPE, 18"	L.F.	310	\$67.00	\$20,770.00	\$51.20	\$15,872.00	\$61.55	\$19,080.50	\$56.00	\$17,360.00	\$83.00	\$25,730.00
29	Storm Sewer, HDPE, 24"	L.F.	600	\$78.00	\$46,800.00	\$61.00	\$36,600.00	\$78.25	\$46,950.00	\$65.00	\$39,000.00	\$94.00	\$56,400.00
30	Perforated Pipe Underdrains, 6"	L.F.	3200	\$10.50	\$33,600.00	\$10.25	\$32,800.00	\$7.23	\$23,136.00	\$10.70	\$34,240.00	\$12.00	\$38,400.00
31	Inlet Manhole 109 with Bypass Weir	L.S.	1	\$7,330.00	\$7,330.00	\$6,475.00	\$6,475.00	\$8,000.00	\$8,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00
32	Storm Manhole, Type I	V.F.	24	\$820.00	\$19,680.00	\$832.00	\$19,968.00	\$1,112.85	\$26,708.40	\$600.00	\$14,400.00	\$810.00	\$19,440.00
33	Inlet, Type III	EA.	11	\$2,200.00	\$24,200.00	\$2,350.00	\$25,850.00	\$3,250.00	\$35,750.00	\$2,000.00	\$22,000.00	\$2,000.00	\$22,000.00
34	Storm Casting, R-1641	EA.	3	\$1,050.00	\$3,150.00	\$925.00	\$2,775.00	\$875.00	\$2,625.00	\$780.00	\$2,340.00	\$1,000.00	\$3,000.00
35	Storm Casting, R-4341-A	EA.	2	\$1,000.00	\$2,000.00	\$900.00	\$1,800.00	\$875.00	\$1,750.00	\$770.00	\$1,540.00	\$1,000.00	\$2,000.00
36	Storm Casting, R-3067 (V)	EA.	7	\$935.00	\$6,545.00	\$1,100.00	\$7,700.00	\$875.00	\$6,125.00	\$865.00	\$6,055.00	\$1,250.00	\$8,750.00
37	Storm Casting, R-3067 (R)	EA.	6	\$935.00	\$5,610.00	\$1,100.00	\$6,600.00	\$875.00	\$5,250.00	\$865.00	\$5,190.00	\$1,250.00	\$7,500.00
38	Flared End Section, CMP, 12"	EA.	1	\$282.00	\$282.00	\$225.00	\$225.00	\$885.64	\$885.64	\$300.00	\$300.00	\$300.00	\$300.00
39	Flared End Section, CMP, 15"	EA.	1	\$322.00	\$322.00	\$275.00	\$275.00	\$938.48	\$938.48	\$350.00	\$350.00	\$400.00	\$400.00
40	Flared End Section, CMP, 18"	EA.	1	\$380.00	\$380.00	\$325.00	\$325.00	\$1,110.00	\$1,110.00	\$450.00	\$450.00	\$650.00	\$650.00
41	Flared End Section, CMP, 24"	EA.	1	\$505.00	\$505.00	\$500.00	\$500.00	\$1,190.00	\$1,190.00	\$665.00	\$665.00	\$900.00	\$900.00
42	Connect to Existing Storm Sewer	EA.	4	\$1,240.00	\$4,960.00	\$950.00	\$3,800.00	\$2,850.00	\$11,400.00	\$900.00	\$3,600.00	\$1,200.00	\$4,800.00
43	Televising Storm Sewer	L.F.	1310	\$2.75	\$3,602.50	\$3.50	\$4,585.00	\$5.00	\$6,550.00	\$2.50	\$3,275.00	\$3.00	\$3,930.00
	Subtotal Storm Sewer				\$203,174.00		\$181,950.00		\$229,410.87		\$178,987.50		\$231,160.00
Sidewalk													
44	Demolition of Sidewalk and Driveway	S.Y.	390	\$5.75	\$2,242.50	\$6.75	\$2,632.50	\$6.00	\$2,340.00	\$11.00	\$4,290.00	\$9.00	\$3,510.00
45	Concrete Sidewalk and Median, 4"	S.F.	8320	\$9.45	\$78,624.00	\$8.00	\$66,560.00	\$7.15	\$59,488.00	\$9.50	\$79,040.00	\$7.00	\$58,240.00
46	Concrete Driveway, 6"	S.F.	755	\$10.62	\$8,018.10	\$9.75	\$7,361.25	\$9.35	\$7,059.25	\$10.70	\$8,078.50	\$9.00	\$6,795.00
47	Concrete Alley, 8"	S.F.	105	\$11.71	\$1,229.55	\$10.15	\$1,065.75	\$10.45	\$1,097.25	\$11.75	\$1,233.75	\$10.00	\$1,050.00
48	Detectable Warning Field (2'x2')	EA.	128	\$206.45	\$26,425.60	\$61.00	\$7,808.00	\$66.00	\$8,448.00	\$207.50	\$26,560.00	\$66.00	\$8,448.00
	Subtotal Sidewalk				\$116,539.75		\$85,427.50		\$78,432.50		\$119,202.25		\$78,043.00
Street													
49	Grubbing	L.S.	1	\$9,125.00	\$9,125.00	\$10,000.00	\$10,000.00	\$40,000.00	\$40,000.00	\$11,000.00	\$11,000.00	\$19,000.00	\$19,000.00
50	Traffic Control	L.S.	1	\$60,825.00	\$60,825.00	\$28,500.00	\$28,500.00	\$29,099.40	\$29,099.40	\$98,500.00	\$98,500.00	\$50,000.00	\$50,000.00
51	Temporary Silt Fence	L.F.	3000	\$2.00	\$6,000.00	\$3.75	\$11,250.00	\$2.56	\$7,680.00	\$2.40	\$7,200.00	\$2.00	\$6,000.00
52	Temporary Sediment Log	L.F.	20	\$8.50	\$170.00	\$15.00	\$300.00	\$9.00	\$180.00	\$8.40	\$168.00	\$10.00	\$200.00
53	Temporary Storm Drain Inlet Protection and Erosion Control	EA.	18	\$82.00	\$1,476.00	\$75.00	\$1,350.00	\$77.00	\$1,386.00	\$72.00	\$1,296.00	\$20.00	\$360.00
54	Erosion Mat	S.Y.	2000	\$3.85	\$7,700.00	\$2.50	\$5,000.00	\$2.68	\$5,360.00	\$2.50	\$5,000.00	\$2.00	\$4,000.00
55	Temporary Stone Tracking Pad	EA.	2	\$550.00	\$1,100.00	\$950.00	\$1,900.00	\$2,500.00	\$5,000.00	\$1,500.00	\$3,000.00	\$200.00	\$400.00
56	Asphalt Pavment Removal	S.Y.	4950	\$2.85	\$14,107.50	\$4.50	\$22,275.00	\$5.75	\$28,462.50	\$3.55	\$17,572.50	\$3.00	\$14,850.00
57	Concrete Pavment Removal (9" USH 2)	S.Y.	250	\$6.15	\$1,537.50	\$7.50	\$1,875.00	\$10.00	\$2,500.00	\$11.00	\$2,750.00	\$12.00	\$3,000.00
58	Demolition of Curb and Gutter	L.F.	900	\$3.00	\$2,700.00	\$6.50	\$5,850.00	\$4.00	\$3,600.00	\$6.60	\$5,940.00	\$5.00	\$4,500.00
59	Demolition of Walls and Foundations	L.S.	1	\$1,700.00	\$1,700.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$3,750.00	\$3,750.00	\$10,000.00	\$10,000.00

Line				Ritola Inc Mason, WI		Jake's Excavating Ironwood, MI		Northern Interstate Const South Range, WI		McCabe Construction Eau Claire, WI		A-1 Excavating LLC Bloomer, WI	
Item	Item Description	Unit	Qty	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Street (continued)													
60	Demolition or Abandonment of Manholes, Inlets, and Catch Basins	EA.	14	\$485.00	\$6,790.00	\$375.00	\$5,250.00	\$500.00	\$7,000.00	\$475.00	\$6,650.00	\$750.00	\$10,500.00
61	Demolition of Light Pole Base	EA.	1	\$250.00	\$250.00	\$850.00	\$850.00	\$400.00	\$400.00	\$400.00	\$400.00	\$600.00	\$600.00
62	Removal or Abandonment of Sanitary Sewer Pipe	L.S.	1	\$9,240.00	\$9,240.00	\$4,500.00	\$4,500.00	\$2,500.00	\$2,500.00	\$6,400.00	\$6,400.00	\$9,000.00	\$9,000.00
63	Removal or Abandonment of Forcemain Pipe	L.S.	1	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$2,500.00	\$2,500.00	\$1,700.00	\$1,700.00	\$7,000.00	\$7,000.00
64	Removal or Abandonment of Storm Sewer Pipe	L.S.	1	\$5,325.00	\$5,325.00	\$10,500.00	\$10,500.00	\$5,000.00	\$5,000.00	\$14,650.00	\$14,650.00	\$20,000.00	\$20,000.00
65	Removal or Abandonment of Water Mains and Hydrant Leads	L.S.	1	\$7,450.00	\$7,450.00	\$9,650.00	\$9,650.00	\$4,500.00	\$4,500.00	\$5,050.00	\$5,050.00	\$20,000.00	\$20,000.00
66	Removal or Abandonment of Valves and Valve Boxes	EA.	2	\$270.00	\$540.00	\$350.00	\$700.00	\$1,800.00	\$3,600.00	\$420.00	\$840.00	\$500.00	\$1,000.00
67	Removal and Salvaging of Valves	EA.	1	\$270.00	\$270.00	\$150.00	\$150.00	\$1,200.00	\$1,200.00	\$635.00	\$635.00	\$500.00	\$500.00
68	Removal and Salvaging of Hydrants	EA.	2	\$475.00	\$950.00	\$500.00	\$1,000.00	\$1,200.00	\$2,400.00	\$845.00	\$1,690.00	\$500.00	\$1,000.00
69	Removal and Relocating of Hydrants	EA.	1	\$2,215.00	\$2,215.00	\$2,750.00	\$2,750.00	\$5,000.00	\$5,000.00	\$1,700.00	\$1,700.00	\$1,750.00	\$1,750.00
70	Removal of Existing Pavement Markings	L.S.	1	\$2,310.00	\$2,310.00	\$2,200.00	\$2,200.00	\$2,310.00	\$2,310.00	\$2,165.00	\$2,165.00	\$2,200.00	\$2,200.00
71	Adjust Existing Valve Box	EA.	2	\$205.00	\$410.00	\$125.00	\$250.00	\$500.00	\$1,000.00	\$340.00	\$680.00	\$200.00	\$400.00
72	Adjust Existing Casting	EA.	5	\$325.00	\$1,625.00	\$375.00	\$1,875.00	\$1,100.00	\$5,500.00	\$450.00	\$2,250.00	\$700.00	\$3,500.00
73	Sawcut	L.F.	1550	\$2.75	\$4,262.50	\$6.50	\$10,075.00	\$5.00	\$7,750.00	\$3.75	\$5,812.50	\$3.00	\$4,650.00
74	Excavation	C.Y.	6000	\$17.50	\$105,000.00	\$23.20	\$139,200.00	\$10.21	\$61,260.00	\$23.00	\$138,000.00	\$22.00	\$132,000.00
75	Excavation, Pond	C.Y.	2600	\$17.50	\$45,500.00	\$25.58	\$66,508.00	\$15.00	\$39,000.00	\$19.00	\$49,400.00	\$22.00	\$57,200.00
76	Excavation and Disposal of Impacted Materials	Ton	730	\$58.25	\$42,522.50	\$30.00	\$21,900.00	\$81.00	\$59,130.00	\$80.00	\$58,400.00	\$70.00	\$51,100.00
77	Geotextile Soil Reinforcement	S.Y.	6460	\$1.95	\$12,597.00	\$2.05	\$13,243.00	\$2.50	\$16,150.00	\$1.65	\$10,659.00	\$2.00	\$12,920.00
78	Riprap	C.Y.	50	\$70.00	\$3,500.00	\$85.00	\$4,250.00	\$100.00	\$5,000.00	\$82.00	\$4,100.00	\$100.00	\$5,000.00
79	Granular Subbase, Roadway, 10"	C.Y.	1800	\$19.25	\$34,650.00	\$19.75	\$35,550.00	\$22.60	\$40,680.00	\$32.00	\$57,600.00	\$29.00	\$52,200.00
80	3/4" Crushed Aggregate Base, Alley, 4"	C.Y.	100	\$33.50	\$3,350.00	\$36.50	\$3,650.00	\$32.00	\$3,200.00	\$61.00	\$6,100.00	\$55.00	\$5,500.00
81	Crushed Aggregate Base, Sidewalk and Driveway, 6"	C.Y.	170	\$36.00	\$6,120.00	\$46.50	\$7,905.00	\$32.00	\$5,440.00	\$66.00	\$11,220.00	\$55.00	\$9,350.00
82	Crushed Aggregate Base, Roadway, 8"	C.Y.	1500	\$31.00	\$46,500.00	\$28.75	\$43,125.00	\$32.00	\$48,000.00	\$42.00	\$63,000.00	\$47.00	\$70,500.00
83	Crushed Aggregate Base, Alley, 8"	C.Y.	90	\$32.50	\$2,925.00	\$36.50	\$3,285.00	\$32.00	\$2,880.00	\$61.00	\$5,490.00	\$51.00	\$4,590.00
84	Crushed Aggregate Base, Trail, 12"	C.Y.	500	\$36.00	\$18,000.00	\$35.00	\$17,500.00	\$38.00	\$19,000.00	\$55.00	\$27,500.00	\$55.00	\$27,500.00
85	Hot Mix Asphalt Pavement, Binder, 7.25"	S.Y.	1150	\$52.07	\$59,880.50	\$55.65	\$63,997.50	\$51.30	\$58,995.00	\$56.00	\$64,400.00	\$56.00	\$64,400.00
86	Hot Mix Asphalt Pavement, Binder, 2.25"	S.Y.	5250	\$11.21	\$58,852.50	\$13.55	\$71,137.50	\$14.67	\$77,017.50	\$14.50	\$76,125.00	\$14.00	\$73,500.00
87	Hot Mix Asphalt Pavement, Surface, 1.75" (2024)	S.Y.	1150	\$19.09	\$21,953.50	\$19.00	\$21,850.00	\$18.81	\$21,631.50	\$19.40	\$22,310.00	\$20.00	\$23,000.00
88	Hot Mix Asphalt Pavement, Surface, 1.75" (2025)	S.Y.	5250	\$10.86	\$57,015.00	\$11.10	\$58,275.00	\$10.70	\$56,175.00	\$11.00	\$57,750.00	\$11.00	\$57,750.00
89	Hot Mix Asphalt Pavement, Trail, 2.5"	S.Y.	1650	\$19.18	\$31,647.00	\$21.95	\$36,217.50	\$18.90	\$31,185.00	\$19.50	\$32,175.00	\$22.00	\$36,300.00
90	Concrete Curb and Gutter, 18" Barrier	L.F.	1600	\$19.83	\$31,728.00	\$22.00	\$35,200.00	\$22.00	\$35,200.00	\$19.95	\$31,920.00	\$21.00	\$33,600.00
91	Concrete Curb and Gutter, 24" Barrier	L.F.	2250	\$21.03	\$47,317.50	\$25.50	\$57,375.00	\$26.40	\$59,400.00	\$21.15	\$47,587.50	\$25.00	\$56,250.00
92	Concrete Curb and Gutter, 30" Barrier	L.F.	950	\$22.56	\$21,432.00	\$32.00	\$30,400.00	\$33.00	\$31,350.00	\$22.65	\$21,517.50	\$31.00	\$29,450.00

Line				Ritola Inc Mason, WI		Jake's Excavating Ironwood, MI		Northern Interstate Const South Range, WI		McCabe Construction Eau Claire, WI		A-1 Excavating LLC Bloomer, WI	
Item	Item Description	Unit	Qty	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Street (continued)													
93	Pavement Markings Lines, 6" Epoxy, White	L.F.	1000	\$11.28	\$11,280.00	\$11.50	\$11,500.00	\$12.10	\$12,100.00	\$11.35	\$11,350.00	\$12.00	\$12,000.00
94	Pavement Markings Lines, 6" Epoxy, Yellow	L.F.	1600	\$1.33	\$2,128.00	\$1.65	\$2,640.00	\$1.43	\$2,288.00	\$1.35	\$2,160.00	\$2.00	\$3,200.00
95	Pavement Markings Lines, 10" Epoxy, White	L.F.	350	\$2.05	\$717.50	\$2.50	\$875.00	\$2.20	\$770.00	\$2.05	\$717.50	\$3.00	\$1,050.00
96	Pavement Markings Lines, 12" Epoxy, White	L.F.	100	\$10.25	\$1,025.00	\$12.00	\$1,200.00	\$11.00	\$1,100.00	\$10.30	\$1,030.00	\$11.00	\$1,100.00
97	Pavement Markings Lines, 12" Epoxy, Yellow	L.F.	150	\$8.20	\$1,230.00	\$9.00	\$1,350.00	\$8.80	\$1,320.00	\$8.25	\$1,237.50	\$9.00	\$1,350.00
98	Pavement Markings Left Turn Arrow	EA.	3	\$307.50	\$922.50	\$350.00	\$1,050.00	\$330.00	\$990.00	\$310.00	\$930.00	\$330.00	\$990.00
99	Remove and Reinstall Existing Signs	L.S.	1	\$400.00	\$400.00	\$2,000.00	\$2,000.00	\$990.00	\$990.00	\$925.00	\$925.00	\$2,000.00	\$2,000.00
100	RRFB Pole and Base	EA.	3	\$8,360.00	\$25,080.00	\$9,280.00	\$27,840.00	\$11,000.00	\$33,000.00	\$10,600.00	\$31,800.00	\$12,500.00	\$37,500.00
101	Signs Type II Reflective H	S.F.	50	\$18.98	\$949.00	\$20.00	\$1,000.00	\$15.00	\$750.00	\$15.45	\$772.50	\$25.00	\$1,250.00
102	Posts Tubular Steel 2x2-Inch x 14ft	EA.	10	\$172.00	\$1,720.00	\$275.00	\$2,750.00	\$220.00	\$2,200.00	\$206.00	\$2,060.00	\$225.00	\$2,250.00
103	Removable Bollards	EA.	2	\$2,582.00	\$5,164.00	\$4,000.00	\$8,000.00	\$2,800.00	\$5,600.00	\$2,610.00	\$5,220.00	\$2,900.00	\$5,800.00
104	Light Pole Base	L.S.	1	\$875.00	\$875.00	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$8,755.00	\$8,755.00	\$2,000.00	\$2,000.00
105	Project Sign	L.S.	1	\$1,150.00	\$1,150.00	\$1,200.00	\$1,200.00	\$40,008.63	\$40,008.63	\$1,250.00	\$1,250.00	\$1,000.00	\$1,000.00
106	Topsoil, Turf, and Grasses	S.Y.	9600	\$6.50	\$62,400.00	\$5.00	\$48,000.00	\$8.60	\$82,560.00	\$7.50	\$72,000.00	\$1.00	\$9,600.00
107	Topsoil, Native Grasses, and Wild Flowers	S.Y.	1000	\$10.00	\$10,000.00	\$8.50	\$8,500.00	\$11.88	\$11,880.00	\$10.60	\$10,600.00	\$8.00	\$8,000.00
Subtotal Street					\$927,110.00		\$1,002,023.50		\$1,047,678.53		\$1,142,860.50		\$1,085,610.00
Project Total					\$1,757,662.75		\$1,764,042.50		\$1,992,992.00		\$1,993,978.25		\$2,044,444.00

Client	City of Ashland
Project	Ore Dock Access Road
Prepared By	Greg Adams

Project No.	A2920-020
Date	3/06/2024

The City of Ashland, (hereinafter referred to as the OWNER) has received bids on March 6th, 2024 for the Ore Dock Access Road project, (hereinafter referred to as the Project); and

Cedar Corporation (hereinafter referred to as ENGINEER) has been retained by the OWNER to prepare bid tabulations, analyze bid results, and consult with the OWNER on the award of contracts.

The ENGINEER hereby consults as follows:

1. Bids were received from 5 bidders. The Bid Total ranged from a low of \$1,757,662.75 to a high of \$2,044,444.00. A summary of the bid tabulation is attached.
2. Based upon ENGINEER's analysis of the bids received on the above PROJECT, the responsive low bidder for the Bid Total is:

Ritola, Inc.
Mason, WI

Bid Amount: \$1,757,662.75

Engineer's Estimate with 5% contingencies for Bid was \$1,970,905.00

3. It is understood that by this analysis, that the ENGINEER does not guarantee the Contractor's performance which is covered by the Contractor's bond, but it is a statement by the ENGINEER that the ENGINEER has no information which would lead the ENGINEER to believe that the Contractor does not have the necessary equipment and personnel to complete the PROJECT in compliance with the drawings and specifications within reasonable tolerances generally accepted in the trade.
4. It is further understood that this analysis is not a representation that the ENGINEER has reviewed the proposal for possible legal irregularities which should be a function of the OWNER'S legal counsel, and at the option of the OWNER.
5. It is further understood that in the event that OWNER feels that the Contract should be awarded on some basis other than price, the OWNER should defer further action on this PROJECT until a thorough legal review can be made by OWNER'S legal counsel.

SUBJECT: Consideration of a Bid Proposal from Green Bay Pipe & TV for the 2024 Sanitary Sewer Cleaning & Televising Project (*Public Works*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Public Works Director
Utility Manager

EXHIBITS:

1. Bid Proposal - Green Bay Pipe 2024 Sanitary Sewer Cleaning and Televising
2. Section 194.06(a) Exceptions: Maintenance Agreements

EXPENDITURES REQUIRED: \$ 37,602.61 Sewer Main Cleaning
\$ 9,750.00 Root Cutting
\$ 47,352.61 Subtotal
\$ 4,735.26 Contingency (10%)
\$ 52,087.87 Project Total

AMOUNT BUDGETED: \$ 65,000.00 Fund 690- 2022 Wastewater Operating Budget (690-82500-400)

**APPROPRIATION
REQUIRED:** \$0

**TREASURER'S
CERTIFICATE:** The Treasurer's Office has certified on March 6, 2024, that Green Bay Pipe & TV is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

COMPLIANCE WITH ORD. 51: The Mayor and/or Clerk has consented to placement of this agenda item on the Council agenda as timely action is needed.

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: N/A

SUMMARY STATEMENT:

In recent years, the City's focus on the sewer collection system has allowed the Wastewater Utility to meet and significantly exceed the ongoing collection system maintenance goals required by the Utility's Capacity, Management, Operation, and Maintenance (CMOM) plan. The Wisconsin Department of Natural Resources (WI DNR) required the City to implement the CMOM plan in response to observed sewage overflows, and the plan specifically requires the City to clean 20% (10.7 miles) and televise 5% (2.7 miles) of sewer main per year.

Meeting the CMOM requirements was initially accomplished with reliance on contracted services. In 2023, staff took on more of a lead role in collection system maintenance. 7.8 miles of cleaning and 2.9 miles of

televising were completed via contracted services, while 3.6 miles of cleaning and 0.3 miles of televising were completed by staff. These totals exceeded the goals set by the CMOM plan.

In 2024, the Wastewater Utility would like to continue this approach and further limit the reliance on contracted services, with 4.95 miles of cleaning completed via contracted services. The remaining 5.75 miles of cleaning and all 2.7 miles of televising will be completed by staff.

The scope of the contracted services also includes cleaning of sewer mains in larger pipe sizes that are deemed to be in critical locations. Staff expects to continue to rely on contracted services to perform this type of maintenance on a frequent basis due to the type of equipment utilized to complete the work.

Utility staff report that the aggressive schedule for sewer main cleaning has resulted in a significant decrease in customer sewage backups in the past five years, and also provided additional storage capacity within the system that has helped to prevent overflows.

Hydro Klean, LLC has done this work for the City for the past five years but the Wastewater Utility Lead Operator solicited quotes for the work in 2024 and identified Great Lakes Pipe & TV as the most cost-effective option.

Sanitary sewer cleaning is considered a maintenance activity and, as allowed by City Ordinance Chapter 194 and Wisconsin State Statute 62.15, City staff solicited quotes for the work without the need for formal bidding.

The Public Works Department recommends accepting the bid proposal and entering into an agreement with Great Lakes Pipe & TV for sanitary sewer main cleaning services at a cost of \$47,352.61 and approving a 10% contingency of \$4,352.61 for a total project budget of \$52,087.87.



1100 Columbia Avenue
Green Bay WI 54303

Bid Proposal

Date	Estimate #
2/22/2024	2511

Name / Address
City of Ashland 601 Main Street West Ashland, WI 54806

PROJECT
2024 Cleaning



DESCRIPTION	QTY	COST	TOTAL
Jet/Vac Sewers-8"-36" Sanitary	21,943	1.07	23,479.01
Heavy Cleaning-18" Sanitary	2,192	3.35	7,343.20
Heavy Cleaning-24" Sanitary	2,024	3.35	6,780.40
Root Cutting \$325.00 per hour. Any traffic control beyond cones not included. Any sewerage bypassing not included. Bulk water for cleaning to be provided by owner at no cost. Any debris to be disposed at a local site provided by owner at no cost. Normal cleaning will consist of 3 or fewer passes. Any heavy cleaning will be approved by owner before being performed. Heavy cleaning to be paid in addition to normal cleaning rate.			
Bid proposal is good for 45 days Authorized Signature:Stephanie De Keyser		TOTAL	\$37,602.61

Any bond fee and or additional insurance requirements are not included in the quote given. If applicable, add the amount to this quote.

Signature/Date _____

www.greenbaypipe.net

Phone #	Fax #
920-490-5501	920-490-6242

Sec. 194.06. Exceptions. Bids are not required for the following purchases:

(a) Operating supplies and maintenance agreements, except items budgeted under series 800 object codes.

(b) Products for which only one supplier exists.

(c) Emergency purchases, such that the time spent to obtain bids would threaten health, safety, the environment, and public or private property.

SUBJECT: Consider to Approve a Contract Agreement between the City of Ashland and Meyer Group Architecture to provide Architectural Design Services for the Baron Radiator Adaptive Reuse Project (*Planning*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Planning & Development

CLEARANCES: City Administrator
City Attorney

EXHIBITS:

1. Agreement between City of Ashland and Meyer Group Architecture
2. Meyer Group Architecture & Engineering Proposal - Vaughn Literary Park

EXPENDITURES REQUIRED: \$50,000

AMOUNT BUDGETED: \$50,000

APPROPRIATION REQUIRED: \$50,000 from CIP 450 Buildings and Facilities

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on March 7, 2024, that Meyer Group Architecture is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

COMPLIANCE WITH ORD. 51: NA

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: The City's 2022-2026 Strategic Plan identifies the goals of Development of Main Street and Development of Areas other than Main Street. The Baron reuse project aligns with these goals. The property is located a block off of Main Street and would serve as an important community amenity in tandem with the Library downtown. Staff anticipates that the reuse of the Baron property as a beverage-based use and community space would serve as an important catalytic project and a destination that would attract people to the Downtown and nearby areas. Currently the Downtown lacks destinations that would attract people to visit.

SUMMARY STATEMENT:

The City of Ashland owns the former Baron Radiator property and has had the goal of reusing this property. Currently, the property sits vacant.

In 2022, the City received technical assistance from the EPA to come up with a reuse plan for the site. The EPA, WI DNR, City staff, and the EPA's consultant worked together on a vision and reuse plan for the Baron Radiator property. The resulting plan includes a vision for the rehabilitation and reuse of the former radiator shop, construction of public restrooms in the building, and the creation of a public open space that will serve as a community amenity. The City has budgeted funds for the completion of the reuse of the Baron Radiator site.

The EPA report includes a concept plan for the reuse of the site. Staff envisions a reuse of the building and site consistent with the EPA plan. As a next step the City must work with a design professional on the creation of construction documents which can then be used to bid the project out for construction.

Staff received two proposals from design professionals and recommends that the Council approve a contract with Meyer Group Architecture for architectural design services. The overall estimate for the scope of work proposed by Meyer Group Architecture is \$50,000. This includes services through the creation of Construction Documents and Competitive Bidding, Construction Phase Services, and evaluations of the work. Staff has had the City Attorney's office review the contract and the City Attorney's office has no concerns. Staff recommends approval of the contract as proposed.

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Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 04 day of January in the year 2024
(In words, indicate day, month and year.)

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

City of Ashland
601 Main Street
Ashland, Wisconsin 54806
Telephone 715-682-7071
Fax Number:

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

Meyer Group Duluth P.C. DBA Meyer Group Architecture
1600 Alworth Building
306 West Superior Street
Duluth, Minnesota 55802
Telephone Number: 218-727-1330
Fax Number:

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

City of Ashland – Vaughn Literary Park
501 Third Street West
Ashland, Wisconsin 54806

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

Init.

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ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project:

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

The vision for Literary Park is one of a public open space asset in Downtown Ashland, that serves as a recreational, educational, and entertainment venue and acts as a setting to support intergenerational activities throughout the year. A major emphasis of utilization and programming of Literary Park is tied to the opportunities afforded by the adjacent Vaughn Public Library. Proposed Site Improvements include: Establish Visual Cohesion Between the Outdoor Space Potential and Library; Increase the Library, and Parks and Rec Department, Programming and Events Potential; Adaptive Reuse of the Existing Building; Provide Support Amenities; Foster Downtown Recreation and Social Activities; Support Economic Development; Address Long-Standing Environmental Conditions.

§ 1.1.2 The Project's physical characteristics:

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

Located in downtown Ashland, WI, at the SW corner of Third Street West and Vaughn Avenue, directly behind and south of the Vaughn Public Library, and across an alleyway; about 700 Feet from Ashland City Hall. Main Street West is half a block to the north, and US Hwy 2 and the shore of Lake Superior are one additional block to the north, beyond Main Street. Diagonal across the intersection to the NE corner, is a multi-block civic complex, including offices, a 9.26 acre park, multi-sport rec center, and a section of the Tri-County Corridor bike trail. Across Vaughn Avenue to the east is a church. Across Third Street West to the south are private residences. A private residence also abuts the site to the west, sharing a lot line with the site, marked by a wooden fence and the back wall of the existing building on the site. The site is 7000SF, 17% of the site, or 1,190 SF, is covered by a one-story mid-20th c. concrete/steel garage. The remainder of the site is concrete and gravel parking areas.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

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

.1 Design phase milestone dates, if any:

.2 Construction commencement date:

(Paragraph Deleted)

.3 Substantial Completion date or dates:

(Paragraph Deleted)

.4 Other milestone dates:

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

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

(Paragraph Deleted)

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

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

Steven D. Wiley, AICP
Planning and Development Director
City of Ashland
601 Main Street West
Ashland, WI 54806
Telephone Number: 715.685.1610
Fax Number:
s.wiley@cowai.org

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

Brant Kucera, City Administrator
601 Main Street West
Ashland, WI 54806
Telephone Number: 715.682.7071
Email: bkucera@coawi.org

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

.1

:

.2

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

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

Timothy L. Meyer, Principal Architect, AIA, CID, NCARB, LEED AP
1600 Alworth Building
306 West Superior Street
Duluth, Minnesota 55802
Telephone Number: 218-727-1330

Email Address: tim.meyer@meyergroupduluth.com

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

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§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Hurst & Henrichs MN LTD
5301 Tioga Street
Duluth, Minnesota 55804
Telephone: 218-722-5199
Fax:

.2 Mechanical Engineer:

Cain Thomas Associates, Inc,
3433 Broadway Street NE
Minneapolis, Minnesota 55413
Telephone: 612-279-4200
Fax:

.3 Electrical Engineer:

Cain Thomas Associates, Inc,
3433 Broadway Street NE
Minneapolis, Minnesota 55413
Telephone: 612-279-4200
Fax:

.4 Plumbing Engineer:

Cain Thomas Associates, Inc,
3433 Broadway Street NE
Minneapolis, Minnesota 55413
Telephone: 612-279-4200
Fax:

.5 Landscape Architect:

Damon Farber Landscape Architects
25 West Main, Suite 500
Madison, Wisconsin 53703
Telephone: 612-332-7522

§ 1.1.11.2 Consultants retained under Supplemental Services:

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

Proposal Dated; See Exhibit "A" - Fee Proposal

Int.

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

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

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

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

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

§ 2.5.1 Commercial General Liability with policy limits of not less than Two Million Dollars and Zero Cents (\$ 2,000,000.00) for each occurrence and Four Million Dollars and Zero Cents (\$ 4,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, hired, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

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

§ 2.5.4 Workers' Compensation at statutory limits.

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§ 2.5.5 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars and Zero Cents (\$ 500,000.00) each accident, Five Hundred Thousand Dollars and Zero Cents (\$ 500,000.00) each employee, and Five Hundred Thousand Dollars and Zero Cents (\$ 500,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars and Zero Cents (\$ 2,000,000.00) per claim and Two Million Dollars and Zero Cents (\$ 2,000,000.00) in the aggregate. Insurance must be maintained for a period of at least two years following the completion of the Project.

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

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

§ 2.5.1 See Exhibit "B" -: Certificate of Insurance

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

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

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

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

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

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

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§ 3.2 Schematic Design Phase Services

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

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

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

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

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

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

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

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

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

§ 3.3 Design Development Phase Services

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

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

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

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the

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further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

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

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

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

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

§ 3.5 Procurement Phase Services

§ 3.5.1 General

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

§ 3.5.2 Competitive Bidding

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

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

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

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

§ 3.5.3 Negotiated Proposals

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

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

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,

- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

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

§ 3.6 Construction Phase Services

§ 3.6.1 General

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

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

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

§ 3.6.2 Evaluations of the Work

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

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

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

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

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

§ 3.6.3 Certificates for Payment to Contractor

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

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

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

§ 3.6.4 Submittals

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

§ 3.6.4.2 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 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 and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

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

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

§ 3.6.5 Changes in the Work

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

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

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

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

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

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

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

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

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

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	Architect
§ 4.1.1.3 Measured drawings	Architect

§ 4.1.1.4 Existing facilities surveys	Owner
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	Owner/Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Not Provided
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Architect
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	To Be Determined
§ 4.1.1.13 On-site project representation	Owner
§ 4.1.1.14 Conformed documents for construction	Architect
§ 4.1.1.15 As-designed record drawings	Architect
§ 4.1.1.16 As-constructed record drawings	Contractor
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Owner
§ 4.1.1.19 Tenant-related services	Owner
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.21 Telecommunications/data design	Not Provided
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Architect – Basic Balancing Only
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Limited – Architect *
§ 4.1.1.29 Other services provided by specialty Consultants	To Be Determined
§ 4.1.1.30 Other Supplemental Services	To Be Determined
*Colors/Finishes Only / FFE Extra	

§ 4.1.2 Description of Supplemental Services

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

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

See Exhibit "A" – Fee Proposal

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

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

See Exhibit "A" – Fee Proposal

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

§ 4.2 Architect's Additional Services

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

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

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

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

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

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

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

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

§ 4.2.5 If the services covered by this Agreement have not been completed within () 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, and such compensation shall be determined by an additional written agreement between the Owner and Architect.

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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

See Exhibit C- Owner's Budget

§ 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 other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 6 COST OF THE WORK

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

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

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

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Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

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

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

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

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

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

ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

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

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner 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

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

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

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

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

§ 8.2 Mediation

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

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

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

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

(Check the appropriate box.)

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- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☐ Litigation in a court of competent jurisdiction
- ☒ Other: *(Specify) Mediation as first step of dispute resolution*

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

§ 8.3 Arbitration

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

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

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

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

§ 8.3.4 Consolidation or Joinder

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

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

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

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

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments of an undisputed amount to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to

suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

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

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

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

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

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

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

.1 Termination Fee:

If the Agreement is terminated for any reason, the Architect (Meyer Group Architecture) reserves the right to bill / invoice for work-in-progress and/or work ahead in successive phases, which has been completed.

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

Instruments of service are for this project only.

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

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

§ 10.10 Except as provided in this Agreement, the Architect is responsible for any loss or damage that may be done or suffered by reason of the Architect's negligence or failure to perform any contractual obligations. The Architect agrees to defend and indemnify the Owner from any loss, cost, damage, and other expenses, including reasonable attorney fees, incurred due to the Architect's negligence or failure to perform any of its contractual obligations. The Architect agrees this indemnity obligation shall survive the completion or termination of this Agreement.

ARTICLE 11 COMPENSATION

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

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.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

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

.3 Other
(Describe the method of compensation)

\$50,000.00 through Construction Documents Phase

Proposal Notes: - A Cap Amount for Bid & Construction Phase Services will be set with Owner. - Scope of Work Additions and Design Changes will require a corresponding fee adjustment, to be negotiated with Owner. Changes can be either "add" or deduct". - Architect understands that the Owner will continue with Fundraising & will assist in these efforts where possible. Efforts to be determined with Owner.

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

N/A None

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

To Be Determined
See Exhibit "A" - Fee Proposal

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

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

Schematic Design Phase	\$2,500	percent (	5	%)
Design Development Phase &	\$7,500	percent (	15	%)
Construction Documents	\$30,000	percent (	60	%)
Phase				
Procurement Phase		percent (		%)
Bidding	\$2,500	percent (	5	%)
Construction Administration	\$7,500		15	%)
Total Basic Compensation	\$50,000	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most

recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

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

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are 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.)
Any adjustment will be at the point of Contract Value of Builder. Contract Value x Percentage Fee ____%.

2024 Meyer Group Standard Hourly Rates

Employee or Category	Rate (\$0.00)
Principal Architect	\$195.00/HR
Project Architect	\$160.00/HR
Project Manager	\$155.00/HR
Landscape Architect	\$145.00/HR
Project Designer	\$115.00/HR
Interior Designer	\$105.00/HR
Intern/Designer 1	\$95.00/HR
Intern/Designer 2	\$105.00/HR
Intern/Designer 3	\$115.00/HR
Planner	\$105.00/HR
Grant Writer	\$85.00/HR
CAD Technician 1	\$95.00/HR
CAD Technician 2	\$105.00/HR
Senior CAD Technician	\$110.00/HR
3D Technician	\$105.00/HR
Graphic Designer	\$95.00/HR
Clerical	\$70.00/HR

§ 11.8 Compensation for Reimbursable Expenses

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

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

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.12 Other similar Project-related expenditures.

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

§ 11.9 Architect's Insurance.

(Paragraph Deleted)

See attached Insurance Certifications / Exhibit "B"

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

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

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

§ 11.10.2 Progress Payments

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

Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

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

%

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

.1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
(Paragraphs Deleted)

(Paragraph Deleted)

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

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

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

Exhibit A – Fee Proposal
Exhibit B – Insurance Certification
Exhibit C – Owner's Budget

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

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

OWNER (Signature)

Matt MacKenzie
City of Ashland
Mayor

(Printed name and title)

OWNER (Signature)

(Printed name and title)

OWNER (Signature)

19 (Printed name and title)

ARCHITECT (Signature)

Timothy L. Meyer Meyer Group of Duluth,
P.C. – Principal Architect/President

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

3/7/2024

Init.

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

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:29:56 ET on 03/06/2024.

PAGE 1

AGREEMENT made as of the 04 day of January in the year 2024

...

City of Ashland
601 Main Street
Ashland, Wisconsin 54806
Telephone 715-682-7071
Fax Number:

...

Meyer Group Duluth P.C. DBA Meyer Group Architecture
1600 Alworth Building
306 West Superior Street
Duluth, Minnesota 55802
Telephone Number: 218-727-1330
Fax Number:

...

City of Ashland – Vaughn Literary Park
501 Third Street West
Ashland, Wisconsin 54806

...

PAGE 2

TABLE OF ARTICLES

...

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

...

The vision for Literary Park is one of a public open space asset in Downtown Ashland, that serves as a recreational, educational, and entertainment venue and acts as a setting to support intergenerational activities throughout the year. A major emphasis of utilization and programming of Literary Park is tied to the opportunities afforded by the adjacent Vaughn Public Library. Proposed Site Improvements include: Establish Visual Cohesion Between the Outdoor Space Potential and Library; Increase the Library, and Parks and Rec Department, Programming and Events Potential; Adaptive Reuse of the Existing Building; Provide Support Amenities; Foster Downtown Recreation and Social Activities; Support Economic Development; Address Long-Standing Environmental Conditions.

PAGE 3

Located in downtown Ashland, WI, at the SW corner of Third Street West and Vaughn Avenue, directly behind and south of the Vaughn Public Library, and across an alleyway; about 700 Feet from Ashland City Hall. Main Street West is half a block to the north, and US Hwy 2 and the shore of Lake Superior are one additional block to the north, beyond Main Street. Diagonal across the intersection to the NE corner, is a multi-block civic complex, including offices, a 9.26 acre park, multi-sport rec center, and a section of the Tri-County Corridor bike trail. Across Vaughn Avenue to the east is a church. Across Third Street West to the south are private residences. A private residence also abuts the site to the west, sharing a lot line with the site, marked by a wooden fence and the back wall of the existing building on the site. The site is 7000SF, 17% of the site, or 1,190 SF, is covered by a one-story mid-20th c. concrete/steel garage. The remainder of the site is concrete and gravel parking areas.

PAGE 4

Steven D. Wiley, AICP
Planning and Development Director
City of Ashland
601 Main Street West
Ashland, WI 54806
Telephone Number: 715.685.1610
Fax Number:
s.wiley@cowai.org

...

Brant Kucera, City Administrator
601 Main Street West
Ashland, WI 54806
Telephone Number: 715.682.7071
Email: bkucera@coawi.org

...

.1 ~~Geotechnical Engineer:~~

...

:
—

...

.2 ~~Civil Engineer:~~

...

Timothy L. Meyer, Principal Architect, AIA, CID, NCARB, LEED AP
1600 Alworth Building
306 West Superior Street
Duluth, Minnesota 55802
Telephone Number: 218-727-1330

Email Address: tim.meyer@meyergroupduluth.com

PAGE 5

.1 ~~Structural Engineer:~~ Engineer:

...

Hurst & Henrichs MN LTD

...

5301 Tioga Street

...

Duluth, Minnesota 55804

...

Telephone: 218-722-5199

...

Fax:

...

Cain Thomas Associates, Inc.,

...

3433 Broadway Street NE

...

Minneapolis, Minnesota 55413

...

Telephone: 612-279-4200

...

Fax:

...

.3 Electrical Engineer:

...

Cain Thomas Associates, Inc.,

...

3433 Broadway Street NE

...

Minneapolis, Minnesota 55413

...

Telephone: 612-279-4200

...

Fax:

...

.4 Plumbing Engineer:

...

Cain Thomas Associates, Inc.,

...

3433 Broadway Street NE

...

Minneapolis, Minnesota 55413

...

Telephone: 612-279-4200

...

Fax:

...

.5 Landscape Architect:

...

Damon Farber Landscape Architects

...

25 West Main, Suite 500

...

Madison, Wisconsin 53703

...

Telephone: 612-332-7522

...

Proposal Dated; See Exhibit "A" - Fee Proposal

PAGE 6

§ 2.5.1 Commercial General Liability with policy limits of not less than Two Million Dollars and Zero Cents (\$ 2,000,000.00) for each occurrence and Four Million Dollars and Zero Cents (\$ 4,000,000.00) in the aggregate for bodily injury and property damage.

...

§ 2.5.2 Automobile Liability covering vehicles owned, hired, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

PAGE 7

§ 2.5.5 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars and Zero Cents (\$ 500,000.00) each accident, Five Hundred Thousand Dollars and Zero Cents (\$ 500,000.00) each employee, and Five Hundred Thousand Dollars and Zero Cents (\$ 500,000.00) policy limit.

...

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars and Zero Cents (\$ 2,000,000.00) per claim and Two Million Dollars and Zero Cents (\$ 2,000,000.00) in the aggregate. Insurance must be maintained for a period of at least two years following the completion of the Project.

...

§ 2.5.1 See Exhibit "B" -: Certificate of
ARTICLE Insurance

...

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

PAGE 9

- .3 preparing responses to questions from prospective bidders and providing clarifications
~~and~~ and interpretations of the Bidding Documents to the prospective bidders in the form of addenda;
and,

...

- .4 ~~organizing and conducting the opening participating in negotiations with prospective contractors, and~~
subsequently preparing a summary report

...

~~of the bids, and subsequently documenting and distributing the bidding of the negotiation results,~~ as
directed by the Owner.

PAGE 10

- .4 ~~participating in negotiations with prospective contractors, and subsequently preparing a summary~~
~~report of the negotiation organizing and conducting the opening of the bids, and subsequently~~
documenting and distributing the bidding results, as directed by the Owner.

PAGE 13

§ 4.1.1.1 Programming	<u>Architect</u>
§ 4.1.1.2 Multiple preliminary designs	<u>Architect</u>
§ 4.1.1.3 Measured drawings	<u>Architect</u>
§ 4.1.1.4 Existing facilities surveys	<u>Owner</u>
§ 4.1.1.5 Site evaluation and planning	<u>Architect</u>
§ 4.1.1.6 Building Information Model management responsibilities	<u>Owner/Not Provided</u>

§ 4.1.1.7 §4.1.1.7 Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.8 Civil engineering	<u>Architect</u>
§ 4.1.1.9 Landscape design	<u>Not Provided</u>
§ 4.1.1.10 Architectural interior design	<u>Architect</u>
§ 4.1.1.11 Value analysis	<u>Architect</u>
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	<u>To Be Determined</u>
§ 4.1.1.13 On-site project representation	<u>Owner</u>
§ 4.1.1.14 Conformed documents for construction	<u>Architect</u>
§ 4.1.1.15 As-designed record drawings	<u>Architect</u>
§ 4.1.1.16 As-constructed record drawings	<u>Contractor</u>
§ 4.1.1.17 Post-occupancy evaluation	<u>Not Provided</u>
§ 4.1.1.18 Facility support services	<u>Owner</u>
§ 4.1.1.19 Tenant-related services	<u>Owner</u>
§ 4.1.1.20 Architect's coordination of the Owner's consultants	<u>Architect</u>
§ 4.1.1.21 Telecommunications/data design	<u>Not Provided</u>
§ 4.1.1.22 Security evaluation and planning	<u>Not Provided</u>
§ 4.1.1.23 Commissioning	<u>Architect – Basic Balancing Only</u>
§ 4.1.1.24 §4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	<u>Not Provided</u>
§ 4.1.1.25 Fast-track design services	<u>Not Provided</u>
§ 4.1.1.26 Multiple bid packages	<u>Not Provided</u>
§ 4.1.1.27 Historic preservation	<u>Not Provided</u>
§ 4.1.1.28 Furniture, furnishings, and equipment design	<u>Limited – Architect *</u>
§ 4.1.1.29 Other services provided by specialty Consultants	<u>To Be Determined</u>
§ 4.1.1.30 Other Supplemental Services	<u>To Be Determined</u>
<u>*Colors/Finishes Only / FFE Extra</u>	

...

See Exhibit "A" – Fee Proposal

...

See Exhibit "A" – Fee Proposal

PAGE 14

- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party ~~thereto~~thereto or where the Architect's work product under this agreement is a material component of such proceeding;

PAGE 15

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

...

- .2 Six (6) visits to the site by the Architect during construction

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...

- .3 ~~Two~~ (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

...

- .4 One (1) inspections for any portion of the Work to determine final completion.

...

§ 4.2.5 If the services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional ~~Services~~ Services, and such compensation shall be determined by an additional written agreement between the Owner and Architect.

...

See Exhibit C- Owner's Budget

PAGE 16

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

PAGE 18

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

PAGE 19

[] Litigation in a court of competent jurisdiction

...

[X] Other: *(Specify) Mediation as first step of dispute resolution*

...

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

PAGE 20

§ 9.1 If the Owner fails to make payments of an undisputed amount to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the

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Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

...

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

...

If the Agreement is terminated for any reason, the Architect (Meyer Group Architecture) reserves the right to bill / invoice for work-in-progress and/or work ahead in successive phases, which has been completed.

...

Instruments of service are for this project only.

PAGE 21

§ 10.10 Except as provided in this Agreement, the Architect is responsible for any loss or damage that may be done or suffered by reason of the Architect's negligence or failure to perform any contractual obligations. The Architect agrees to defend and indemnify the Owner from any loss, cost, damage, and other expenses, including reasonable attorney fees, incurred due to the Architect's negligence or failure to perform any of its contractual obligations. The Architect agrees this indemnity obligation shall survive the completion or termination of this Agreement.

PAGE 22

\$50,000.00 through Construction Documents Phase

...

Proposal Notes: - A Cap Amount for Bid & Construction Phase Services will be set with Owner. - Scope of Work Additions and Design Changes will require a corresponding fee adjustment, to be negotiated with Owner. Changes can be either "add" or deduct". - Architect understands that the Owner will continue with Fundraising & will assist in these efforts where possible. Efforts to be determined with Owner.

...

N/A None

...

To Be Determined
See Exhibit "A" - Fee Proposal

...

Schematic Design Phase	<u>\$2,500</u>	percent (	<u>5</u>	%)
Design Development Phase &	<u>\$7,500</u>	percent (	<u>15</u>	%)
Construction Documents Phase	<u>\$30,000</u>	percent (	<u>60</u>	%)

...

Construction Phase Bidding	<u>\$2,500</u>	percent (	<u>5</u>	%)
Construction Administration	<u>\$7,500</u>		<u>15</u>	%)

Total Basic Compensation	one hundred <u>\$50,000</u>	percent (	100	%)
--------------------------	--	-----------	-----	----

PAGE 23

§ 44.7-11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review ~~practices-practices~~

...

(If applicable, attach an exhibit of hourly billing rates or insert them ~~below~~ below.)

...

, Any adjustment will be at the point of Contract Value of Builder, Contract Value x Percentage Fee ____ %.

...

2024 Meyer Group Standard Hourly Rates

...

<u>Principal Architect</u>	<u>\$195.00/HR</u>
<u>Project Architect</u>	<u>\$160.00/HR</u>
<u>Project Manager</u>	<u>\$155.00/HR</u>
<u>Landscape Architect</u>	<u>\$145.00/HR</u>
<u>Project Designer</u>	<u>\$115.00/HR</u>
<u>Interior Designer</u>	<u>\$105.00/HR</u>
<u>Intern/Designer 1</u>	<u>\$95.00/HR</u>
<u>Intern/Designer 2</u>	<u>\$105.00/HR</u>
<u>Intern/Designer 3</u>	<u>\$115.00/HR</u>
<u>Planner</u>	<u>\$105.00/HR</u>
<u>Grant Writer</u>	<u>\$85.00/HR</u>
<u>CAD Technician 1</u>	<u>\$95.00/HR</u>
<u>CAD Technician 2</u>	<u>\$105.00/HR</u>
<u>Senior CAD Technician</u>	<u>\$110.00/HR</u>
<u>3D Technician</u>	<u>\$105.00/HR</u>
<u>Graphic Designer</u>	<u>\$95.00/HR</u>
<u>Clerical</u>	<u>\$70.00/HR</u>

...

- .2 ~~Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;~~

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10

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

...

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

...

See attached Insurance Certifications / Exhibit "B"

...

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

...

~~2 — AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~

...

~~(Insert the date of the E203 2013 incorporated into this agreement.)~~

...

;

PAGE 25

[X] Other Exhibits incorporated into this Agreement:

...

Exhibit A – Fee Proposal

...

Exhibit B – Insurance Certification

...

Exhibit C – Owner's Budget

...

Matt MacKenzie
City of Ashland
Mayor

Timothy L. Meyer Meyer Group of Duluth,
P.C. – Principal Architect/President

...

OWNER (Signature)

...

(Printed name and title)

...

OWNER (Signature)

...

19 (Printed name and title)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Timothy L. Meyer, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:29:56 ET on 03/06/2024 under Order No. 2114515612 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ - 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

Proposed Architectural & Engineering Fees

Schematic Design thru Contract Documents Phase	\$ 50,000
Bid thru Construction Administration Phase	\$ Hourly Per Standard Rates

Total Proposes A&E Fees: \$ 50,000 through Contract Documents Phase

Proposal Notes:

- A Cap Amount for Bid & Construction Phase Services will be set with Owner.
- Scope of Work Additions and Design Changes will require a corresponding fee adjustment, to be negotiated with Owner. Changes can be either "add" or deduct".
- Architect understands that the Owner will continue with Fundraising & will assist in these efforts where possible. Efforts to be determined with Owner.

Payment Terms

Would be Standard Payment Terms, with invoicing on the First (1st) of the Month with Payments being made on the Thirtieth (30th) of the Month. Other terms are possible, dependent on agreement of all project partners.

Reimbursable Expenses

Estimated Reimbursable Expenses

Reimbursable Expenses would include printing, copying and any additional presentation materials required beyond those listed. Mileage, lodging & subsistence for travel outside of the Duluth-Superior Metro Area / Bemidji / Twin Cities Area, would also be additional.

A Reimbursable Budget will be prepared based on the following:

Estimated Reimbursable Expenses

Mileage	\$ 500 (To be tracked actual miles)
Printing	\$ 500 (0 if electronic files)
Presentation Materials	\$ 500 (0 if electronic files)
Subsistence	\$ TBD (If needed)
Travel	\$ See Mileage
Lodging	\$ 0 (None anticipated)
Structural & Metals Testing	\$ By Owner
Environmental Survey & Testing	\$ Not Included – Not Allowed by Liability Insurance, Coordinate Only

Total Projected Reimbursable Expenses - (Allowance): \$ 1,500 – tracked actual

Additional Services

Any Additional Services beyond the Basic Scope of Services outlined above will be performed only upon your instruction and will be billed at the standard hourly rates as listed below. Additional work scope can be added by request. A fee proposal & contract amendment will be prepared.

Agreement – Shall be a Standard B151 - AIA – Owner-Architect Agreement or City Standard Form, w/General Conditions, with Owner review by Legal Counsel.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/12/2024

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

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

PRODUCER Dwight Swanstrom Co. 31 N 21st Ave. W. Duluth MN 55806		CONTACT NAME: Trista Fergon PHONE (A/C, No, Ext): (218) 727-8324 FAX (A/C, No): E-MAIL ADDRESS: tfergon@dwightswanstrom.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Hartford	
		INSURER B: Rated by Multiple Co	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL242909900

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR			41SBANN0750	01/08/2024	01/08/2025	EACH OCCURRENCE \$ 2,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000				
			MED EXP (Any one person) \$ 10,000				
			PERSONAL & ADV INJURY \$ 2,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COMP/OP AGG \$ 4,000,000
							\$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			41SBANN0750	01/08/2024	01/08/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
			BODILY INJURY (Per person) \$				
			BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
							\$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB			41SBANN0750	01/08/2024	01/08/2025	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE		AGGREGATE \$ 1,000,000				
	☐ DED ☒ RETENTION \$ 10,000		\$				
			\$				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	41WECBS7843	09/01/2023	09/01/2024	PER STATUTE ☐ OTH-ER ☐
			E.L. EACH ACCIDENT \$ 500,000				
			E.L. DISEASE - EA EMPLOYEE \$ 500,000				
			E.L. DISEASE - POLICY LIMIT \$ 500,000				

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

CERTIFICATE HOLDER

CANCELLATION

City of Ashland 601 Main Street Ashland WI 54806	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Trista Fergon

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Essential Elements Level of Magnitude Cost

STROMBERG/GARRIGAN & ASSOCIATES, INC. THE FORMER BARON RADIATOR SITE REUSE PLAN - LITERARY PARK City of Ashland, WI				Proj #: 14014.010.54	Prep: FH/SCG	Date: 3/17/2023	Revised:
ESSENTIAL ELEMENTS - SITE							
SCHEMATIC DESIGN ESTIMATE OF PROBABLE COSTS							
ITEMS	UNIT	QUANTITY	UNIT COST	COST			
SITE ENGINEERING AND EARTHWORK							
Site Protection	LS	1	4,500.00	\$	4,500.00		
Utilities	LS	1	45,000.00	\$	45,000.00		
Soil and Grading	LS	1	15,000.00	\$	15,000.00		
Stormwater Infrastructure	LS	1	22,000.00	\$	22,000.00		
			Subtotal	\$	86,500.00		
MASONRY, WALLS, AND SITE HARDSCAPE							
Tinted Concrete Paving, w/ Base, Including Pigment	SF	3,250	12.00	\$	39,000.00		
Dumpster Enclosure	LS	1	25,000.00	\$	25,000.00		
			Subtotal	\$	64,000.00		
SITE AMENITIES							
Ballard (Removable)	EA	6	2,000.00	\$	12,000.00		
Fence	LF	70	60.00	\$	4,200.00		
Sculpture Seat Wall - 3rd Avenue Corner	LS	1	35,000.00	\$	35,000.00		
Lighting	LS	1	25,000.00	\$	25,000.00		
			Subtotal	\$	76,200.00		
PLANTING AND SOFT ENGINEERING							
Small Trees & Shrubs	LS	1	18,000.00	\$	18,000.00		
Herbaceous Plant Material (Container)	LS	1	15,000.00	\$	15,000.00		
			Subtotal	\$	33,000.00		
			Subtotal	\$	259,700.00		
			Contingency	10%	\$	25,970.00	
			General Requirements & Mobilization	5%	\$	12,985.00	
			Construction Administration	3%	\$	7,791.00	
			Permits		\$	1,500.00	
			TOTAL ESTIMATED COST		\$	307,946.00	

Note:

1. Cost estimate prepared using a combination of RS Means pricing guides and professional experience. These level-of-magnitude costs are for planning purposes and should only be used to guide phasing and funding strategies for the project.

2. Numbers are subject to change as more detailed design and engineering work is performed and subject to currently volatile sourcing and labor costs. Costs are based on 2023 values and an escalation rate of 5% annually should be used to project future costs.

3. No cost for additional Phase II work associated with the building and sub-grade conditions under slab are included.

Vaughn Literary Park
Reuse Plan
34

STROMBERG/GARRIGAN & ASSOCIATES, INC.				Proj #:	14014.010.54
THE FORMER BARON RADIATOR SITE REUSE PLAN - LITERARY PARK				Prep:	FH/SCG
City of Ashland, WI				Date:	3/17/2023
				Revised:	
ESSENTIAL ELEMENTS - BUILDING					
SCHEMATIC DESIGN ESTIMATE OF PROBABLE COSTS					
ITEMS					COST
EXTERIOR					
Exterior Wall Rehab & Painting					\$45,000
Windows & Doors					\$55,000
Roof					\$38,000
Electrical Service Panel for Building and Site					\$6,800
Plumbing Supply & Exterior Hose Bibb					\$2,500
Sewer Service Line					\$4,500

Note:

1. Cost estimate prepared using a combination of RS Means pricing guides and professional experience. These level-of-magnitude costs are for planning purposes and should only be used to guide phasing and funding strategies for the project.

2. Numbers are subject to change as more detailed design and engineering work is performed and subject to currently volatile sourcing and labor costs. Costs are based on 2023 values and an escalation rate of 5% annually should be used to project future costs.

3. No cost for additional Phase II work associated with the building and sub-grade conditions under slab are included. engineering work is performed and subject to currently volatile sourcing and labor costs. Costs are based on 2023 value and an escalation rate of 5% annually should be used to project future costs.

Enhancement Elements Level of Magnitude Cost

STROMBERG/GARRIGAN & ASSOCIATES, INC. THE FORMER BARON RADIATOR SITE REUSE PLAN - LITERARY PARK City of Ashland, WI				Proj #: 14014.010.54	Prep: FH/SCG	Date: 3/17/2023	Revised:
ENHANCEMENT ELEMENTS - SITE							
SCHEMATIC DESIGN ESTIMATE OF PROBABLE COSTS							
ITEMS	UNIT	QUANTITY	UNIT COST	COST			
MASONRY, WALLS, AND SITE HARDSCAPE							
Tinted Concrete	SF	2,000	12.00	\$	24,000.00		
Asphalt Art	LS	1	10,000.00	\$	10,000.00		
Metal Panel	LS	1	20,000.00	\$	20,000.00		
Internally Illuminated LED Light Panels (Backdrop Screen)	EA	5	4,500.00	\$	22,500.00		
			Subtotal	\$	52,500.00		
SITE AMENITIES							
Sculpture Seat Wall - Vaughn Avenue	LS	1	22,000.00	\$	22,000.00		
Tables and Chairs	LS	1	15,000.00	\$	15,000.00		
Fire Pit	LS	1	6,000.00	\$	6,000.00		
Trash Receptacle	EA	2	2,000.00	\$	4,000.00		
Interpretive Signing	LS	1	7,500.00	\$	7,500.00		
			Subtotal	\$	32,500.00		
PLANTING AND SOFT ENGINEERING							
Specimen Trees (1"-2" Caliper B&B nursery stock) Installed w/Pit	EA	4	900.00	\$	3,600.00		
Silva Cell	LS	1	14,000.00	\$	14,000.00		
			Subtotal	\$	17,600.00		
Line Items							
Projection System	LS	1	25,000.00	\$	25,000.00		
			Subtotal	\$	25,000.00		
General Requirements & Mobilization							
			Subtotal	\$	173,600.00		
			Contingency	\$	17,360.00		
			General Requirements & Mobilization	\$	8,680.00		
			Construction Administration	\$	5,208.00		
			Permits	\$	1,000.00		
			TOTAL ESTIMATED COST	\$	205,848.00		

Note:
1. Cost estimate prepared using a combination of RS Means pricing guides and professional experience. These level-of-magnitude costs are for planning purposes and should only be used to guide phasing and funding strategies for the project.
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STROMBERG/GARRIGAN & ASSOCIATES, INC.				Proj #:	14014.010.54
THE FORMER BARON RADIATOR SITE REUSE PLAN - LITERARY PARK				Prep:	FH/SCG
City of Ashland, WI				Date:	3/17/2023
				Revised:	
ENHANCEMENT ELEMENTS - BUILDING					
SCHEMATIC DESIGN ESTIMATE OF PROBABLE COSTS					
ITEMS				COST	
INTERIOR & ADDITION					
Interior Rehab & Addition (Excludes Furnishings)				\$110,000	
Plumbing (Including Fixtures)				\$24,000	
Electrical				\$33,300	
Mechanicals				\$35,000	
Subtotal				\$202,300	
Contingency				\$ 20,230.00	
General Requirements & Mobilization				\$ 20,230.00	
Construction Administration				\$ 5,057.50	
Permits				\$ 1,000.00	
TOTAL ESTIMATED COST				\$ 248,817.50	

Note:
1. Cost estimate prepared using a combination of RS Means pricing guides and professional experience. These level-of-magnitude costs are for planning purposes and should only be used to guide phasing and funding strategies for the project.
2. Numbers are subject to change as more detailed design and engineering work is performed and subject to currently volatile sourcing and labor costs. Costs are based on 2023 values and an escalation rate of 5% annually should be used to project future costs.
3. No cost for additional Phase II work associated with the building and sub-grade conditions under slab are included. engineering work is performed and subject to currently volatile sourcing and labor costs. Costs are based on 2023 value and an escalation rate of 5% annually should be used to project future costs.



MEYER GROUP ARCHITECTURE ASHLAND

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306 West Superior Street, Suite #1600, Duluth, MN 55802

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12450 Wayzata Boulevard, Suite 227, Minnetonka, MN 55305

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meyergroupduluth.com

general.information@meyergroupduluth.com

CITY OF ASHLAND

Vaughn Literary Park

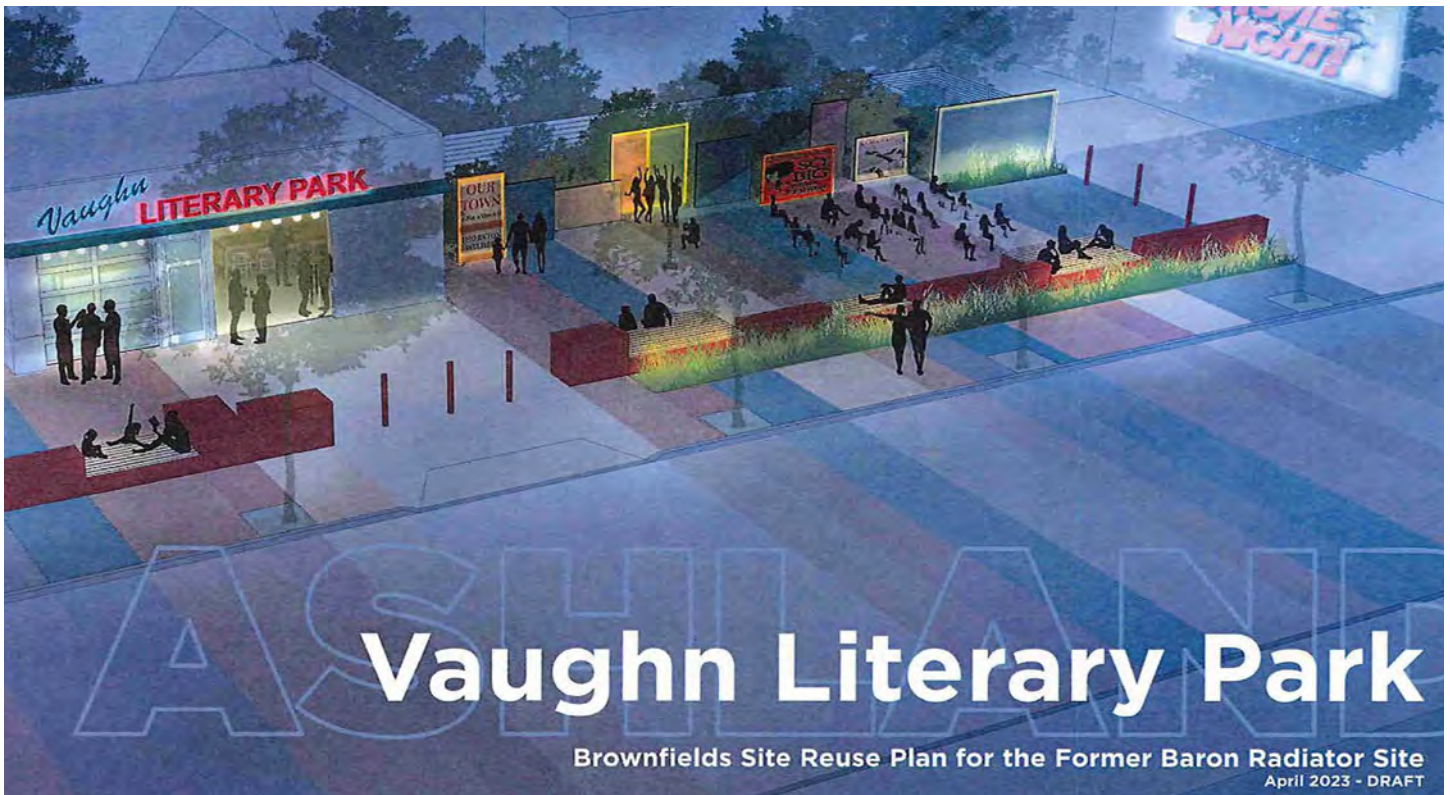


Photo Credit: City of Ashland, WI

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meyergroupduluth.comgeneral.information@meyergroupduluth.com**City of Ashland****Attn: Steven D. Wiley, AICP****Planning and Development Director****601 Main Street****Ashland, WI 54806**

**Re: City of Ashland
Vaughn Literary Park
Meyer Group Proposal No: 23-074**

Dear Steven,

We are pleased to present the credentials of our Design Team for the City of Ashland, Vaughn Literary Park proposal. Our team possesses outstanding qualifications, references, and portfolio of successfully completed projects. We present a team with extensive experience in Government, Municipal, and Library Buildings. Sustainability is incorporated into all of our work. Community involvement is a foundational value of our firm. We are service-oriented; we listen to our Clients, communicate effectively, and meet timelines and budgets. We will strive to provide you a project with flexibility, to consider future uses and improvements, and address the challenges of this site.

I am pleased to present you our group and our unique qualifications. With over 35 years of experience and a wide range of building types including library, municipal, governmental and community buildings, Meyer Group has done it all.

Our Landscape Architecture consultant, Damon-Farber, has notable projects of similar scope. As a forward-thinking design firm, Damon Farber would take the existing site and City of Ashland vision, and incorporate cost-effective solutions, with planning for future trends and enhancements. Damon-Farber brings insightful perspective and memorable solutions to projects.

We will bring excellent Engineering consultants to join our team, with superior expertise in their specialized field of work. Cain Thomas Associates will be our Electrical and Mechanical Engineers, and Hurst&Henrichs MN LTD. as are our Structural Engineer. We are happy to present such diverse and nationally-known teams who have done great work throughout the state of Wisconsin, Minnesota and the nation.

We will work together to help ensure that accurate coordination of disciplines and building systems, eliminating conflicts and construction problems and delays. Our great working relationship also helps keep projects on schedule, completed on-time, and under budget. This proposal response outlines our overall philosophy of business and partnership, as well as our experience with Government, Municipal, and Library Buildings as it pertains to the City of Ashland Vaughn Literary Park.

We hope you find our firm distinctly qualified. We are ready to provide you with outstanding design and development proficiency as well as support, advice, information, and guidance, throughout the entirety of the project. We would be extremely privileged to be granted an opportunity to work with you on this contribution to your community. If I can offer any further information or clarification of the material set forth in this proposal please do not hesitate to contact me as I am more than happy to be of assistance.

Sincerely,

Tim Meyer, AIA, CID, NCARB, LEED AP
Principal Architect & CEO
tim.meyer@meyergroupduluth.com

Project Design Team

Owners/Clients



Architect

**TIM MEYER, AIA
LEED**
*Project Architect, Point
of Contact*
MEYER GROUP ARCHITECTURE

Landscape Architect

**JEAN GABORINI, ASLA
PLA**
Principal
DAMON FARBER

**JODI REFSLAND
ISA ARBORIST,
SITES AP, PLA**
WI Practice Leader
DAMON FARBER

Mechanical & Electrical Engineer

**SCOTT THOMAS, P.E.
LEED AP, BD+C**
*Principal Mechanical/Fire
Protection Engineer*
CAIN THOMAS ASSOCIATES, INC.

JAY J. CAIN, P.E.
*Principal Electrical
Engineer*
CAIN THOMAS ASSOCIATES, INC.

Structural Engineer

JAMES BERRY, P.E.
Structural Engineer
HURST & HENRICHS MN LTD



Project Design Team

Meyer Group Architecture's Tim Meyer, AIA, will be the architect on record as well as the main point of contact. He will help manage the team along side Jose Rivas, who will be the Design Consultant on this project. They worked together at a firm previously and have successfully completed many projects on time and under budget. They both have many years of experience working with government, city and county work. Our consultants, Cain Thomas Engineering Inc, and Hurst&Henrichs MN LTD, have had many years of experience dealing with Fire Hall Designs and State, Government and Municipal work.

MEYER GROUP ARCHITECTURE - LEAD ARCHITECTURE FIRM



Meyer Group, P.C. is a multi-disciplinary resource and service based architectural firm. Through our progressive and forward-thinking, planning, and design process, we provide superior quality, and responsible and environmentally sound design solutions for a range of projects. All aspects of our business are centered on building responsive relationships with our clients.

DAMON-FARBER - LANDSCAPE DESIGN CONSULTANT



Damon Farber is a landscape architecture and planning studio with roots in Minnesota and Wisconsin. Our portfolio embodies the breadth of the landscape architecture profession, and we approach design through a process that is deeply collaborative, curious, and caring. Our studio was founded, in 1981, on the idea that the best solutions are created through teamwork. We strive to learn more about the people we work with, the places we work in, and the communities we serve. Landscape architecture can and should make the world a better place, and we strive to meet this ideal in our practice.

CAIN THOMAS ASSOCIATES, INC. - ELECTRICAL & MECHANICAL ENGINEERS



We are a highly responsive, service-driven company, providing our clients with value through innovation, and proactive engineering solutions. Our engineering goal is to provide energy-efficient and sustainable solutions that meet client expectations while respecting client budgets and protecting the public interests.

Mantra: Collaboratively Engineered, Sustainable Solutions.

HURST & HENRICHS MN LTD. - STRUCTURAL ENGINEERS



Hurst & Henrichs MN LTD., is a Structural Engineering firm. We provide structural engineering for residential to multi-million dollar industrial projects. Our services are unique, in that we provide our clients with structural systems that are selected for compatibility to architectural designs and limitations set forth by building codes. Through systems and value analysis, and computer application to special issues, each structural system is evaluated and the optimum, economical system selected. Founded in Fargo, ND in 1978.

Firm Profile

MEYER GROUP ARCHITECTURE, PC

Legal Status:
Professional Corporation

Ownership:
Timothy L. Meyer, AIA

Year Established:
June 17, 2009
Fourteen (14) Years

Staffing By Discipline:

- (1) Licensed Principal Architect & CEO
- (2) LEED Accredited Professionals
- (1) Registered Architect & Project Manager
- (3) Registered Architects
- (1) Licensed Interior Designer
- (1) Senior CAD Technician & Production Manager
- (1) Senior CAD Technician III
- (1) Designer II
- (1) Designer III
- (2) Administrative Staff

(8) Total Personnel



ARCHITECTURE | GRAPHIC DESIGN | LANDSCAPE ARCHITECTURE | INTERIOR DESIGN
PLANNING | PROJECT MANAGEMENT | OWNER'S REPRESENTATION

Meyer Group, Architecture, P.C. is a multi-disciplinary resource and service based architectural firm. We provide superior quality through our progressive and forward-thinking planning and design process, responsible and environmentally sound design solutions for a range of projects. All aspects of our business are centered on building responsive relationships with our clients.

Meyer Group fills a special niche in the architectural community. Founded by Timothy Meyer, AIA, CID, LEED AP, our business has grown from his vast experience in government, commercial, educational, and tribal architecture. An unparalleled level of commitment to our clients and a deep sense of investment in each project we undertake are at the foundation of our group's approach. With a talented, seasoned, and enthusiastic staff, we extend a unique brand of design to meet the needs of each of our clients.

Our work doesn't end when we sign off on drawings or even when the last coat of paint is applied to the inside of a sparkling new building. We provide resources to clients that extend beyond design and architecture and we focus on providing long-term service. When we partner with a client we create a lasting relationship, rooted in our tenets of responsiveness and respect.

The importance of respecting our clients is paralleled by our efforts to create designs that also respect the environment. We incorporate the use of rapidly renewable and recycled materials, to create value-added designs with an eye to being friendly to the natural environment. This emphasis is critical in our efforts to exercise responsibility toward our clients and communities.

MISSION STATEMENT & VALUES

Meyer Group will create responsible, progressive design solutions through a process that surpasses our clients' expectations on all levels.

RELATIONSHIP-FOCUSED

treating our clients as part of our enduring business family, not just customers.

COMMUNITY-INVESTMENT

honoring the communities in which we live and work, and seeking to be a force for positivity within.

COLLABORATION

working with our clients and our community as well as energy-efficient engineering. as a team to provide the highest quality work possible.

RESPONSIVENESS

to our clients and their needs, at all times.

RESPECT

for our clients, the natural environment, and our employees.

ENVIRONMENTAL FOCUS

providing responsible, environmentally friendly/Eco-conscious design of structures



REGISTRATIONS

Minnesota #21619, Wisconsin #9462,
Michigan #1301056184, North Dakota,
Certified Interior Designer #C00695, LEED
Accreditation 2008, NCARB Certified 2010

EDUCATION

North Dakota State University
Bachelor of Architecture
Bachelor of Environmental Design

St. Cloud University
Pre-Engineering

EXPERIENCE

37 Years | MGA: 15 Years

PROFESSIONAL AFFILIATIONS

AIA Minnesota
State Board of Directors
(1998 - 2001; 2010 - 2011)

COMMUNITY INVOLVEMENT

City of Duluth - Planning Commission
(2013 - 2021)

City of Superior - Historic Preservation
Commission
Member
(2009 - 2013; 2018 - PRESENT)

APEX Economic Development
Member

City of Duluth - HRA Commission
(2021 - PRESENT)

City of Duluth - Historic Preservation
Commission
Member - Two Terms

AIA Northern Minnesota
(2009 - PRESENT)

MEYER GROUP ARCHITECTURE DULUTH

306 West Superior Street, Suite #1600

Duluth, MN 55802

(218) 727-1330

tim.meyer@meyergroupduluth.com

TIM MEYER

AIA, CID, NCARB, LEED AP, PRINCIPAL ARCHITECT

Tim is a registered Architect/Interior Designer/ LEED-Accredited Architect with over 35 years of experience as a partner, project architect, project manager and project designer. Tim began his work in the Duluth-Superior area as a project designer, project manager, project architect and partner specializing in Indian gaming and tribal community development projects. Tim led the tribal community development market segment that he developed at a previous firm. His primary roles included client relations, business development, involvement in firm management and overall project management. In 2009, Tim's vast architectural experience led him down an entrepreneurial path and he founded the Meyer Group, a service-based architectural firm specializing in environmentally-sound progressive design solutions. He is a long-standing community advocate currently serving on the Duluth Housing & Redevelopment Authority Board and Superior Public Museums Board.

PROJECTS

City of Superior - Carnegie Library Re-Roofing

Superior, Wisconsin

City of Superior - Municipal Services Building - Phase 2

Superior, Wisconsin

Superior-Douglas County Animal Shelter

Superior, Wisconsin

Ely City Hall

Ely, Minnesota

Ely Public Library

Ely, Minnesota

Ashland County Public Health & Human Services Physical Assessment

Ashland, Wisconsin

City of Duluth - Lincoln Park Pavilion

Duluth, Minnesota

Duluth Public Library Pre-Design and Master Planning

Duluth, Minnesota

St. Louis County - Government Services Center Master Planning

Duluth, Minnesota

nVent Engineering - Remodels

Anoka, Minnesota

US Internet - ongoing Contract New Construction and Remodels

Minneapolis, Minnesota

Birch Grove Community Center

Tofte, Minnesota

City of Sandstone, Imagine Sandstone, Downtown Redevelopment

Sandstone, Minnesota

City of Walker - Amphitheater Concept Development

Walker, Minnesota

City of Cloquet Public Library Addition & Renovation

Cloquet, Minnesota

Barnum City Offices, Liquor Store, and Community Center

Barnum, Minnesota

Cook County Hovland Public Works

Hovland, Minnesota

City of West Fargo - Salt & Brine Storage Building

West Fargo, North Dakota

Douglas County Health and Human
Services Study*

Superior, Wisconsin

McGregor Public Safety*

McGregor, Minnesota

* with previous Firm

LEED

LEADERSHIP IN ENERGY & ENVIRONMENTAL DESIGN



GREEN BUILDING CERTIFICATION INSTITUTE

HEREBY CERTIFIES THAT

Timothy Meyer

HAS ACHIEVED THE DESIGNATION OF

LEED® ACCREDITED PROFESSIONAL

BY DEMONSTRATING THE KNOWLEDGE OF GREEN BUILDING PRACTICE
REQUIRED FOR SUCCESSFUL IMPLEMENTATION OF THE LEADERSHIP IN ENERGY
AND ENVIRONMENTAL DESIGN (LEED®) GREEN BUILDING RATING SYSTEM™.



Rebecca L. Flora
Chairman

September 25, 2008
Date Issued

R.
S. Richard Pedraza, President and CEO

Printed on 50% bamboo fibers / 50% post-consumer fibers with vegetable based ink.

OUR APPROACH TO GREEN INTERIORS & SUSTAINABILITY INCLUDES:

A wide range of inexpensive, cost-effective techniques for clients interested in Green Design.

Energy efficiency, daylighting, use of recycled materials, use of rapidly renewable materials, and efficient space planning are just a few of the techniques utilized.

Use of low VOC paints, adhesives and low off-gassing particle board products are part of our standard specifications.

Our mainstream design process is a "Green" design process, allowing for our clients to pick and choose which Green strategies are to be utilized in their Interior Architecture/ Interior Design. Green Design does not need to be more costly, but rather more "intelligent" design.



REGISTRATIONS

Minnesota #59157, NCARB

EDUCATION

North Dakota State University
Master of Architecture
Bachelor of Science - Environmental
Design

EXPERIENCE

10 Years | MGA: 8 Years

PROFESSIONAL EXPERIENCE

Freelance Work (Subcontractor)
Designer/Draftsman
(August 2014 - October 2015)

Robert A. Berquist Architect
Designer
(May 2012 - August 2014)

Steve C. Martens Architect
Architectural Intern
(June 2011 - August 2011)

MEYER GROUP ARCHITECTURE DULUTH

306 West Superior Street, Suite #1600
Duluth, MN 55802
(218) 727-1330
erik.schwarzkopf@meyergroupduluth.com

ERIK SCHWARZKOPF

REGISTERED ARCHITECT, PROJECT MANAGER, NCARB

Erik Schwarzkopf is a graduate of North Dakota State University. He completed his Master in Architecture in 2013 and has eight years of experience in the Architecture industry. He recently passed his licensure exams and is now a Registered Architect. Erik chose the profession of architecture with the intention of making a positive difference in the community.

PROJECTS

City of Superior - Public Library Restroom Study

Superior, Wisconsin

City of Superior - Carnegie Library Preservation

Superior, Wisconsin

Empire Block - Lurye Building

Superior, Wisconsin

Empire Block Nicolette Law Firm

Superior, Wisconsin

University of Wisconsin - Superior Halbert Heating Plant Re-Roof

Superior, Wisconsin

Bachand Group Headquarters

Superior, Wisconsin

Harbor House Crisis Shelter

Superior, Wisconsin

Superior Townhomes

Superior, Wisconsin

Ashland County Health & Human Services Building - Physical Assessment

Ashland, Wisconsin

City of Duluth - Lincoln Park Pavilion Preservation Project

Duluth, Minnesota

City of Duluth - Public Library Restroom Renovations

Duluth, Minnesota

Spirit Valley Youth Center

Duluth, Minnesota

Board of Trade - 2017 Renovations

Duluth, Minnesota

City of Barnum - City Offices, Community Center, and Liquor Store

Barnum, Minnesota

City of Walker - Public Library Interior Design

Walker, Minnesota

City of Cloquet - Public Library Addition & Renovation

Cloquet, Minnesota

City of West Fargo - Salt & Brine Storage Building

West Fargo, North Dakota

Cook County Hovland Public Works

Hovland, Minnesota

Cook County Community Center Warming Building

Grand Marais, Minnesota

City of Walker - Amphitheater Concept Pre-Design

Walker, Minnesota

Lac Courte Oreilles Housing Self Help Housing

Hayward, Wisconsin

Lac du Flambeau Transit Garage Addition

Lac du Flambeau, Wisconsin

Bad River Recovery House

Odanah, Wisconsin

Min No Aya Win Human Services Center

Cloquet, Minnesota

Adaawe Wigamig Business Incubator Pre-Design

Red Lake, Minnesota



REGISTRATIONS

LEED Accreditation 2022, ACS Registrars
Ltd- Interior Design 2012

EXPERIENCE

12 Years | MGA: 2.5 Years

PROFESSIONAL EXPERIENCE

CSBR
Sustainable Design Research Assistant
(2020-2021)

TarhPardazPaya
Interior Designer
(2017-2019)

NovaTech
Interior Designer
(2015-2017)

Mehraz Institute
Instructor
(2013)

Padideah Khak
Architectural internship
(2010)

MEYER GROUP ARCHITECTURE DULUTH

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zahra.esmaeilzadeh@meyergroupduluth.com

ZAHRA ESMAEILZADEHRAZLIGHI

LEED GREEN ASSOCIATE, DESIGNER III

As an architect who was eager to learn more about the functionality of the spaces and aesthetics in design, I started my master's degree in Interior Architecture back in Iran. My interest in this field led me to work as an interior designer for two companies in Iran. Having more than 12 years of experience in the field of interior design whether as a designer, drafter, construction supervisor, project manager, facilitated me to improve my creative talent and technical knowledge. While working as an Interior Designer, I felt responsible for my designs. Global warming was getting worse and I as a designer needed to learn about solutions and apply them to my design. Therefore, I decided to come all the way from Iran to the United States to learn about sustainability in Architecture.

PROJECTS

City of Walker - Walker Public Library - Interior Design
Walker, Minnesota

Spirit Valley Youth Center
Duluth, Minnesota

Ponemah Pow Wow Grounds
Ponemah, Minnesota

US Internet - Switching Building
St. Louis Park, Minnesota

US Internet - Taft Street Renovation
Minneapolis, Minnesota

S.C. Johnson Family - Architectural Services Retainer
Lake Owen, Wisconsin

Holy Family School
Albany, Minnesota

Bryan Smith - Office Condominiums
Horace, North Dakota

Lighthouse Center for Vital Living - Landsmenn Building - Elevator & Interior Renovations
Duluth, Minnesota

Grassroots Development - South Moorhead Housing Development
Moorhead, Minnesota

Hempland Hemp Co. - Hempcrete Concept Home
Bismarck, North Dakota

Pardis Residential Complex*
Tehran, Iran

Fatimah Museum*
Najaf, Iraq

Integrational Housing- 2030 Energy Challenge*
Minneapolis, Minnesota

Library Design - Energy Use Reduction
Miami, Florida

*WHILE WORKING WITH PREVIOUS FIRM



11496583-GREEN-ASSOCIATE

CREDENTIAL ID

18 SEP 2022

ISSUED

17 SEP 2024

VALID THROUGH

GREEN BUSINESS CERTIFICATION INC. CERTIFIES THAT

Zahra Esmaeilzadehrazlighi

HAS ATTAINED THE DESIGNATION OF

LEED[®] Green Associate[™]

by demonstrating the knowledge and understanding of
green building practices and principles needed to
support the use of the LEED green building program.

A handwritten signature in black ink, reading "Peter Templeton".

PETER TEMPLETON
PRESIDENT & CEO
U.S. GREEN BUILDING COUNCIL & GREEN BUSINESS CERTIFICATION INC.

Related Projects



City of Superior - Carnegie Library

SUPERIOR, WISCONSIN

Services

- Architecture
- Historic Preservation

Cost

\$25,000

Completion

2023



Meyer Group Architecture was hired by the City of Superior, Wisconsin, to develop Construction Documents for replacement of the Carnegie Library roof. The City of Superior purchased the library building in 2022, for \$175,000, after it had been sitting vacant for 20 years. The Carnegie Library holds historic value to the City of Superior and its people, and Meyer Group Architecture made sure to keep historic preservation a top priority for this project.



Empire Block

SUPERIOR, WISCONSIN

Services

- Architecture
- Interior Design
- Historic Preservation

Size

10,000 S.F.

Cost

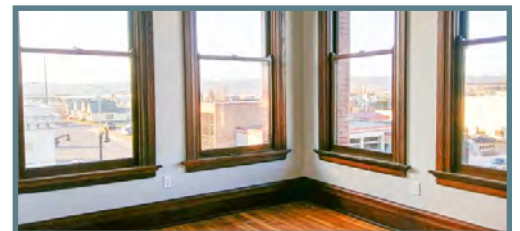
\$4.3 Million

Completion

Early 2018



Empire Block Historic Rehabilitation project was proposed to conform to the Secretary of the Interior's Standards for the Treatment of Historic Properties and Guidelines for Rehabilitating Historic Buildings, as well as related guidance from Technical Preservation Services of the National Park Service (SOI Standards and Guidelines). An extensive interior rehabilitation design that included main level retail and 2nd and 3rd floor living spaces was also a large part of MGA's charge as well as a list of general repairs to the property including carpentry, painting, roofing, lead abatement or lead hazard reduction, masonry and concrete work.



Related Projects



Ashland County - Public Health + Human Services

ASHLAND, WISCONSIN

Services

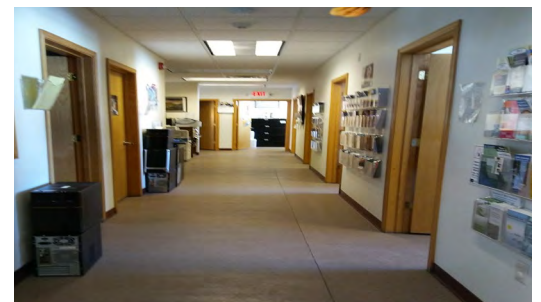
- Architecture

Completion Date

2018



Ashland County selected Meyer Group Architecture (MGA) in February, 2018 to conduct a physical assessment of the Ashland County Health and Human Services Department building. MGA studied the existing drawings from July 2006. . MGA gathered data and concluded that the existing building was of good value for the Ashland County Health and Human Services Department if it continued to be maintained and subsequently remodeled to better suit the department.



City of Walker - Public Library

WALKER, MINNESOTA

Services

- Space Planning
- Interior Design

Size

9,473 S.F.

Cost

TBD

Completion

2024

The City of Walker, Minnesota, hired Meyer Group Architecture for professional services regarding interior design and space planning for Walker's Public Library. This project involves the replacement and planning of a new library site, which is already under development. The new building is planned to include two levels, adding up to approximately 9,473 square feet. The building's location will be on Tower Avenue next to Walker's Community Garden and water tower.



Related Projects



Ely City Hall

ELY, MINNESOTA

Services

- Architecture
- Fire Hall Modification
- Interior Design
- Historic Preservation

Size

22,600 S.F.

Cost

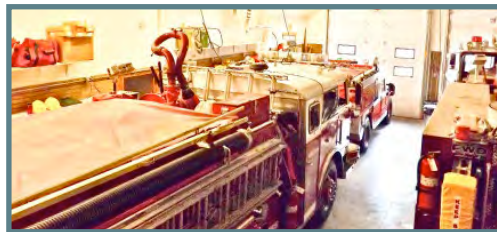
\$1.1 Million

Completion

2015



Meyer Group was hired to develop Construction Documents for this project. Part of the City Hall renovation, located on East Chapman Street, includes an addition to the historic structure adds an accessible entrance to the building, enclosed stair tower, elevator and Police Department garage. The addition complements the Art Deco design, by being clad in metal plate wall panels of a contrasting color, while maintaining scale and proportion of the existing building. The existing interior space was remodeled to provide modern amenities, efficiently house its tenants, and better serve the public. The utmost care was taken to preserve and protect all existing woodwork, decorative plaster, historic fixtures and finishes.



Ely Public Library

ELY, MINNESOTA

Services

- Architecture
- Interior Design

Size

4,000 S.F.

Cost

\$1.4 Million

Completion

2014

Meyer Group has been working closely with the City of Ely, the City Council and JPJ Engineering on the brand new, state-of-the-art, public library. Meyer Group was hired to develop a concept for the new stand-alone facility. Located across the street from the historic Ely City Hall, the Library design includes a children's area, cozy seating nooks, private study rooms and a public meeting space. Additional considerations include: the selection of maintenance free sustainable building materials, the desire for natural light, patron comfort and security and pedestrian access.



Related Projects



City of Cloquet - Public Library

CLOQUET, MINNESOTA

Services

- Architecture
- Interior Design
- Project Management

Size

10,000 S.F.

Cost

\$1.4 Million

Completion

2021



The City of Cloquet hired Meyer Group Architecture to perform a Pre-Design for submittal to the Minnesota Department of Administration, a Building Access Survey as prescribed by the Minnesota State Council on Disability, and aid in the completion of the Minnesota Department of Education Library Construction Grant for the Cloquet Public Library Addition & Renovation project. The Library needed additional space to serve its population and the needs of its patrons. A large addition to the existing facility was proposed along with renovations to the interior, including larger new spaces for Teen/Young Adult programming, Children/Youth Services programming, and a large meeting hall.



City of Duluth - Lincoln Park Pavilion

DULUTH, MINNESOTA

Services

- Architecture
- Interior Design
- Historic Preservation

Size

2,000 S.F.

Cost

\$250,000

Completion

2019

The Lincoln Park Pavilion received a much needed upgrade in 2019. Funded through a National Park Service grant and the City of Duluth's half-and-half tax initiative, the pavilion went through some major changes. The pavilion itself suffered fire damage back in 2014 as the result of arson and had been awaiting funding to proceed with repairs. Meyer Group Architecture's role was to address concerns of accessibility at the structure and renovate the existing public restrooms.



Related Projects



St. Louis County Health & Human Services

DULUTH, MINNESOTA

Services

- Interior Renovation within existing space

Size

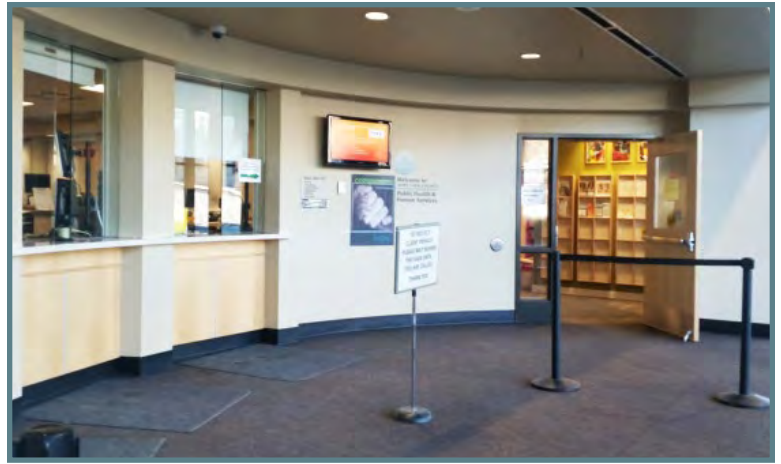
12,400 S.F.

Cost

\$1.4 Million

Completion

2011



The St. Louis County Government Services Center, Public Health and Human Services Renovation project was the consolidation of all St. Louis County Public Health and Human Services programs. The project allowed a “one-stop-shop” approach to their Duluth, Minnesota clients. The project addressed the badly needed functional changes and updates for the building, as well as mechanical and electrical system upgrades and security issues.

*IN ASSOCIATION WITH ARCHITECTURE ADVANTAGE



"Imagine Sandstone"

SANDSTONE, MINNESOTA

Services

- Architecture

Completion

2017

The City of Sandstone hired Meyer Group Architecture to design updated storefronts for several of their downtown buildings. The Sandstone EDA approved an innovative project designed to help property owners with empty storefronts attract potential entrepreneurs. The EDA contracted Meyer Group to design large scale drawings depicting a potential use for each empty storefront in the downtown business district. The 40"x50" drawing was then placed inside the front window to illustrate a front elevation, showing a renovated building and potential business idea. This is a part of the “Imagine Sandstone” Redevelopment Program that hopes to revitalize the downtown area.



Related Projects



Cook County YMCA

GRAND MARAIS, MINNESOTA

Services

- Architecture
- Interior Design
- Master Planning
- Programming

Size

35,000 S.F.

Cost

\$9.5 Million

Completion

2012



The Cook County Family YMCA is a 35,000 S.F. Community Center addition to the Cook County High School. The facility includes a gymnasium, pool area, exercise center, meeting spaces, and locker facilities. The facility is owned by Cook County and managed by the Duluth Family YMCA.

*IN ASSOCIATION WITH JLG ARCHITECTS/RENDERING BY JLG ARCHITECTS



Bachand Group Headquarters

SUPERIOR, WISCONSIN

Services

- Architecture
- Interior Design

Size

10,500 S.F.

Cost

N/A

Completion

2016

The Bachand Group of Superior, Wisconsin contracted Meyer Group Architecture to design their new headquarters situated prominently on the corner of Tower Avenue and N 8th Street in downtown Superior. The Bachand Group was in need of consolidating their various growing business ventures into one building in an effort to facilitate a more efficient and cohesive business model. The building was designed to gather under one roof all three divisions of realty services that the Bachand Group offers. It stands as an enduring testament to the Bachand Group's business.



Related Projects



City of Walker Ampitheater Pre-Design

WALKER, WISCONSIN

Services

- Pre-Design

Completion
2016



Meyer Group Architecture worked with the City of Walker on a new outdoor venue and stage area in conjunction with the City Hall complex. The project would include provisions for public events; music and emcee stand for festival and holiday events in the community. The project is in the conceptual/fundraising stage.



Cook County YMCA

GRAND MARAIS, MINNESOTA

Services

- Architecture
- Interior Design
- Master Planning
- Programming

Size
35,000 S.F.

Cost
\$9.5 Million

Completion
2012

The Cook County Family YMCA is a 35,000 S.F. Community Center addition to the Cook County High School. The facility includes a gymnasium, pool area, exercise center, meeting spaces, and locker facilities. The facility is owned by Cook County and managed by the Duluth Family YMCA.

*IN ASSOCIATION WITH JLG ARCHITECTS/RENDERING BY JLG ARCHITECTS



Firm Profile

DAMON FARBER LANDSCAPE ARCHITECTS

Year Established:

1981
Forty-three (43) Years

PERSONNEL

19 Employees

10 Licensed Landscape Architects

3 LEED Accredited Professionals

1 SITES Accredited Professional

45+ Design Awards

We've Worked in 38 States

400 Different Clients

PLANNING & DESIGN EXPERTISE

- > Landscape Architecture
- > Urban Design and Planning
- > Master Planning
- > Site Design
- > Cultural/Historic Landscapes
- > Recreational Planning
- > Site Inventory & Analysis
- > Design Visioning & Illustrations
- > Environmental Sustainability
- > Construction Documents & Specifications
- > Design & Maintenance Guidelines
- > Signage & Wayfinding
- > Cost Estimating
- > Construction Administration



DAMON FARBER LANDSCAPE ARCHITECTS

310 S 4TH AVE SUITE 7050, MINNEAPOLIS, M 55415, USA

LANDSCAPE ARCHITECTURE, URBAN DESIGN, AND PLANNING

Damon Farber is a landscape architecture and planning studio with roots in Minnesota and Wisconsin. Our portfolio embodies the breadth of the landscape architecture profession, and we approach design through a process that is deeply collaborative, curious, and caring. Our studio was founded on the idea that the best solutions are created through teamwork. We strive to learn more about the people we work with, the places we work in, and the communities we serve. Landscape architecture can and should make the world a better place, and we strive to meet this ideal in our practice.



When it comes to challenges facing our communities and our planet, we lean in.

ENGAGEMENT

We're listening. Feedback fuels good design and our team has a knack for gathering input and reflecting those needs back in project designs through creative placemaking and engagement efforts tailored to the communities and stakeholders each projects serve.

SUSTAINABILITY

We are dedicated to a future that is sustainable and resilient. From our office culture to our project outcomes, we have rigorous process dedicated to evaluating, integrating, and measuring sustainable decision making and solutions.

DIVERSITY, EQUITY, & INCLUSION

We support each other. DF was established on the principle that collaboration with a diverse group of design professionals, through open and honest conversation, will yield innovative design solutions that go beyond the ordinary.



CREDENTIALS

Registered Landscape Architect: MN 26234
 > Member, American Society of Landscape Architects
 > Member, Alliance for Historic Landscape Preservation
 Education
 > Bachelor of Landscape Architecture
 - University of Minnesota

AWARDS

> American Society of Landscape Architects Minnesota:
 + Water Works Minneapolis, MN, Award of Excellence, 2022
 + Vesterheim Heritage Park - Decorah, IA, Merit Award, 2022
 + Central Park - City of Maple Grove, MN Merit Award, 2017
 + National Home for Disabled Volunteer Soldiers: Historic AmericanLandscapes Survey (HALS), Milwaukee, WI, Merit Award, 2013
 + Benedicta Arts Center Courtyard - CSB, Merit Award, 2010
 + Medtronic Cardiac Rhythm Disease Management Campus Moundsview, MN, Merit Award, 2007
 + St. Anthony Village Flood Control Project, Merit Award, 2005
 + Residence on Kenilworth Creek, Mpls, MN, Merit Award, 2003
 + Minneapolis Near Northside Master Plan, Award of Excellence, 2003
 > Minneapolis Heritage Preservation Commission (HPC) and Preservation Alliance of Minnesota
 + Water Works Park Preservation Award 2022
 + River Towers Condominiums Courtyard Restoration, Preservation Awards, 2006



DAMON FARBER LANDSCAPE ARCHITECTS

211 11TH Ave NW
 Rochester, MN 55901
 P: (507) 206-6201 | F: (507) 206-4621

JEAN GARBARINI

ASLA, PLA, PRINCIPAL DF/

Jean Garbarini is a registered Landscape Architect and Principal with Damon Farber Landscape Architects, a planning and design firm located in Minneapolis, Minnesota. Jean has over thirty years of experience on a wide range of projects, including urban plazas, campus planning and design, park design, public landscapes, corporate headquarters and cultural landscapes. Jean is known for her involvement in multifaceted projects involving both contemporary and historic sites. Her work on cultural landscapes includes analysis, design and construction for public and private clients.

Her award-winning work includes a major urban park in Downtown Minneapolis and the grounds development for the Vesterheim Museum of Norwegian Immigration in Decorah, IA. Jean recently led the renovation of the Minneapolis Convention Center plaza, transforming the space into a SITES certified sustainable landscape which provides both public space and revenue generating opportunities for the owner. Jean has been the lead landscape architect on dozens of LEED projects including several of which reached platinum certification, and has contributed multiple Historic American Landscapes Studies to the Library of Congress. She is a member of the Minnesota Chapter of the American Society of Landscape Architects, previously serving on its Executive Board. She remains linked to the University, where she is a guest lecturer in the College of Design.

RELATED PROJECTS

> Sand Island Historic Landscape Assessment, Bayfield County, WI
 > Vesterheim Museum Heritage Park, Decorah, IA
 > Water Works Park, Minneapolis, MN
 > Memorial Park Renovation - Multiyear, Granite Falls, MN
 > Minneapolis Convention Center Plaza Rehabilitation Plan, Minneapolis, MN.
 > Excelsior Commons Park Master Plan and Phase I, Excelsior, MN
 > The Commons - East Town - Minneapolis, MN
 > Sheridan Memorial Park, Minneapolis, MN
 > South Beach Park Renovation, Lake Calhoun, Minneapolis, MN
 > Southeast Library, Minneapolis, MN
 > Webber Park Library, Minneapolis, MN
 > North Regional Library, Hennepin County Library, MN
 > Brooklyn Park Library, Brooklyn Park, MN
 > Historic Gooseberry Falls Overlook Concourse Rehabilitation, Silver Creek Township, MN



CREDENTIALS

Registered Landscape Architect: WI 858-14,
MN 57670
> ISA Certified Arborist MN-4633A
> SITES AP, LEED AP
> MNDOT Cert. Landscape Specialist 1768
> Certificate in Ecological Restoration, UMN
CCE

Education

> Master of Landscape Architecture- Univer-
sity of Minnesota
> Ecological Restoration & Conservation
Biology
Graduate Minors- University of Minnesota
> BS Architecture- University of Minnesota

AWARDS

> 2022 ASLA Merit Award- Vesterheim Heri-
tage Park
> "Estimating the Costs of Restoration"
Ecological Restoration Journal, June 2014;
SER World Conference 2013
> "Chew on This, thoughts for Improving
Prescription
Grazing" SER Chapter Conference 2015
> "Dredge Duluth", Dredgefest Conference
2015-Minneapolis, ASLA-MN Student Honor
Award 2015
> "Healing Land", MLA Capstone Award 2015



DAMON FARBER LANDSCAPE ARCHITECTS

211 11TH Ave NW
Rochester, MN 55901
P: (507) 206-6201 | F: (507) 206-4621

JODI REFSLAND

ISA ARBORIST, SITES AP, PLA, WISCONSIN PRACTICE LEADER DF/

Jodi is a landscape architect with an emphasis on ecological and sustainable design. Her multidisciplinary design approach focuses on restoring and enhancing native ecosystems, interpreting ecology, and inviting human engagement.

Her abilities are grounded in nine years working with diverse > "Healing Land", MLA Capstone Award 2015 clients and project scales. In rural and urban landscapes alike, she has worked with communities to design sitesensitive, multi-functional and memorable landscapes that support habitat, innovatively manage stormwater, and connect ecological corridors while creating opportunities for engagement and celebration of our natural landscapes. Jodi's depth of knowledge in restoration and construction translates to effective and attentive design and project management. She is a passionate designer, who pairs technology and creativity by working at the intersection of design and science to create landscapes that are beautiful, functional, and foster landscape stewardship.

RELATED PROJECTS

Relevant Experience

> Minneapolis Convention Center Plaza-
Minneapolis, MN (SITES)
> North Regional Library, Hennepin County Library, MN
> Bluffview Community Park- Baraboo, WI
> US Grant & Galena History Museum-
Galena, IL (seeking Net Zero)
> Hennepin County Oxboro Library- Bloomington, MN
> School of Environmental Studies Outdoor
Classroom- Eagan, MN
> Vesterheim Outdoor Museum- Decorah, IA
> Ridgedale Commons- Minnetonka, MN
> College of St. Benedict's- St. Joseph, MN
> Crane Lake Preserve- Minnetonka, MN
> Lebanon Hills Regional Park Improvements- Dakota Cty, MN
> Minneapolis Institute of Art Landscape
Enhancements- MPLS, MN
> Goose Creek Safety Rest Area- Harris, MN
> MNDOT Little Pine Hickory Historic Rest Area- Aitkin, MN
> MNDOT Kenney Lake Historic Rest Area- Garrison, MN



REGISTRATIONS

Minnesota #12637

EDUCATION

University of Minnesota, Institute of
Technology
BSEE

EXPERIENCE

47 Years | Cain Thomas: 40 Years

PROFESSIONAL EXPERIENCE

Jacus Associates, Inc. - Consulting Engineers
Electrical Engineering Manager
(1979-1983)

Bakke Kopp Ballou & McFarlin - Consulting
Engineers
Electrical Engineering Manager
(1977-1979)

TSP Engineers Inc. - Consulting Engineers
Designer/Project Manager
(1973-1977)

PROFESSIONAL AFFILIATIONS

Consulting Engineers Council of Minnesota
(Former Member)

Connexus Energy Board of Directors (Former
Member)

Minnesota State Board of Electricity (Former
Member)

CAIN THOMAS ASSOCIATES, INC.

3433 Broadway Str NE - Suite 475
Minneapolis, MN 55413
(612) 279-4200
jcain@ctamep.com

JAY J. CAIN

P.E., PRINCIPAL ELECTRICAL ENGINEER

Jay's electrical engineering experience includes a wide variety of project and systems. He has the classic balance between the expected conservative engineer, adhering to concepts of energy conservation, and the artistic lighting designer creating illuminated environments appealing to the eye, but not disruptive to the economy. His years of experience helps him create engineering designs that exceed owner's expectations and keeps projects within the budget limitations. Jay is a 1972 graduate of the University of Minnesota, Institute of Technology with a BSEE.

PROJECTS

White Bear Lake City Hall

White Bear Lake, Minnesota

Arden Hills City Hall

Arden Hills, Minnesota

City of St. Paul - Fire Station 22 Apparatus Bay Addition

St. Paul, Minnesota

City of Inver Grove Heights - Three Fire Stations

Inver Grove Heights, Minnesota

City of Virginia - Public Utilities Addition and Remodel

Virginia, Minnesota

Currie Maintenance Facility

Minneapolis, Minnesota

Royalston Maintenance Facility

Minneapolis, Minnesota

North St. Paul Public Works Facility

North St. Paul, Minnesota

Minnetonka Operation and Maintenance Facility

Minnetonka, Minnesota

New Brighton Public Works Remodel and Addition

New Brighton, Minnesota

Crystal Public Works Facility

Crystal, Minnesota

Coon Rapids Public Works Facility

Coon Rapids, Minnesota

Maplewood Public Works Facility

Maplewood, Minnesota

Farmington Central Maintenance Facility

Farmington, Minnesota

Dakota County Highway Department Maintenance Facility

Empire Township, Minnesota

Bloomington Vehicle Bus Storage

Bloomington, Minnesota

Sartell Public Works Facility

Sartell, Minnesota

Benton County Maintenance Facility

Foley, Minnesota

Austin Public Works Facility

Austin, Minnesota

Minnesota Valley Electric Cooperative

Jordan, Minnesota

Carlton County Highway Department

Carlton, Minnesota

Carlton County Cooperative

Carlton, Minnesota

Arrowhead Transit & I.S.D. 318 Maintenance Facilities

Grand Rapids, Minnesota

I.S.D. 318 Maintenance Facility

Grand Rapids, Minnesota

Metro Bus Projects

St. Cloud, Minnesota

Mille Lacs School Bus Garage

Onamia, Minnesota



REGISTRATIONS

Minnesota #21659

EDUCATION

University of Maryland
Master of Engineering

Milwaukee School of Engineering
Bachelor of Architecture

EXPERIENCE

43 Years | Cain Thomas: 33 Years

PROFESSIONAL EXPERIENCE

Setter, Leach & Lindstrom, Inc. - Architects & Engineers
Mechanical Project Engineer
(1990-1991)

Lundquist, Wilmar, Potvin, & Bender Inc. - Consulting Engineers
Mechanical Project Engineer/Manager
(1988-1990)

Walter R Rataj, Inc. - Consulting Engineers
HVAC Project Engineer
(1984-1988)

Engineering Concepts, Inc. - HVAC Engineers
HVAC Engineer/Draftsman
(1982-1984)

CAIN THOMAS ASSOCIATES, INC.

3433 Broadway Str NE - Suite 475
Minneapolis, MN 55413
(612) 279-4200
sthomas@ctamep.com

SCOTT D. THOMAS

P.E., LEED AP, BD+C, PRINCIPAL MECHANICAL/FIRE PROTECTION ENGINEER

Scott's extensive mechanical engineering experience crosses many types of commercial and institutional projects. He is very focused on energy-conscious and green design concepts, and many of his projects incorporate energy recovery systems and geo-source heat pump system designs. Scott is a 1984 graduate from the Milwaukee School of Engineering with a Bachelor of Science Degree in Architectural Engineering. He also received his Master of Engineering degree in Fire Protection Engineering in 2015 from the University of Maryland. Scott is a licensed Professional Engineer in Mechanical and Fire Protection Engineering Disciplines. He is active in his community and is a current member of ASHRAE, ASPE, SFPE and the USGBC. Scott is a former Co-Chair of the Education Committee for the MN Chapter of ASHRAE.

PROJECTS

White Bear Lake City Hall

White Bear Lake, Minnesota

Arden Hills City Hall

Arden Hills, Minnesota

City of St. Paul - Fire Station 22

Apparatus Bay Addition

St. Paul, Minnesota

City of Inver Grove Heights - Three Fire Stations

Inver Grove Heights, Minnesota

City of Virginia - Public Utilities Addition and Remodel

Virginia, Minnesota

Currie Maintenance Facility

Minneapolis, Minnesota

Royalston Maintenance Facility

Minneapolis, Minnesota

North St. Paul Public Works Facility

North St. Paul, Minnesota

Minnetonka Operation and Maintenance Facility

Minnetonka, Minnesota

New Brighton Public Works Remodel and Addition

New Brighton, Minnesota

Crystal Public Works Facility

Crystal, Minnesota

Coon Rapids Public Works Facility

Coon Rapids, Minnesota

Maplewood Public Works Facility

Maplewood, Minnesota

Farmington Central Maintenance Facility

Farmington, Minnesota

Dakota County Highway Department Maintenance Facility

Empire Township, Minnesota

Bloomington Vehicle Bus Storage

Bloomington, Minnesota

Sartell Public Works Facility

Sartell, Minnesota

Benton County Maintenance Facility

Foley, Minnesota

Austin Public Works Facility

Austin, Minnesota

Minnesota Valley Electric Cooperative

Jordan, Minnesota

Carlton County Highway Department

Carlton, Minnesota

Carlton County Cooperative

Carlton, Minnesota

Arrowhead Transit & I.S.D. 318 Maintenance Facilities

Grand Rapids, Minnesota

I.S.D. 318 Maintenance Facility

Grand Rapids, Minnesota



REGISTRATIONS

Minnesota #20680, Wisconsin #41263

EDUCATION

North Dakota State University
Civil Engineering Bachelor of Science Degree

University of Minnesota Duluth
Business Administration B.B.A. Degree

EXPERIENCE

39 Years | H&H: 29 Years

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers
Structural Engineering Institute
Duluth Engineers Club
Past Associations:
President of the American Society of Civil Engineers
President of the Duluth Engineers Club.
National Society of Professional Engineers
Duluth Building Appeals Board.
Duluth Technical Advisory Committee

PROFESSIONAL EXPERIENCE

Structural Wood Corporation
St. Paul, Minnesota (1984-1985)

Larsen, Harvala and Berquist
Duluth Minnesota (1985-1986)

Toltz, King, Duval and Anderson
St. Paul Minnesota (1986-1987)

LHB
Duluth Minnesota (1987-1994)

HURST & HENRICHS MN, LTD

204 Board of Trade Bldg
Duluth, MN 55802
(218) 722-5199
berryjim106@gmail.com

JAMES P. BERRY

PE, OWNER, VICE PRESIDENT, STRUCTURAL ENGINEER

James P. Berry, PE, holds a Bachelor of Science degree in Civil Engineering from North Dakota State University and a Bachelor of Arts degree in Business Administration from the University of Minnesota. Mr. Berry is Vice President of the firm. He is registered as a professional engineer in Minnesota and South Carolina. He is affiliated with the American Society of Civil Engineers and the Duluth Engineers club. Prior to working with Hurst & Heinrichs, Mr. Berry had many years experience practicing in large architectural/engineering firms. He has practical knowledge of the entire building process from original sketches to groundbreaking to ribbon cutting. In addition to extensive skills in structural design, he is familiar with the processes involved in soils testing, site selection and preparation, code requirements, construction, renovation and maintenance. His expertise is critical in designing building systems that serve the needs - and the budget - of the client after construction is completed.

PROJECTS

Bachand Group Realty Headquarters

Superior, Wisconsin

Dicks Transmission

Superior, Wisconsin

Power Step

Superior, Wisconsin

Dick's Twin Ports Transmission Addition

Superior, Wisconsin

Carlson Refrigeration Building Addition

Superior, Wisconsin

Northland Foods Warehouse Addition

Poplar, Wisconsin

Bad River Recovery House

Odanah, Wisconsin

Cloquet Community Center and Hockey Arena

Cloquet, Minnesota

North American Salt Building Remodel and Stainless Steel Salt Container

Duluth, Minnesota

East High School Addition

Duluth, Minnesota

Lincoln Park Middle School Addition

Duluth, Minnesota

Woodland Middle School Addition and Remodel

Duluth, Minnesota

Ordean Middle School Remodel

Duluth, Minnesota

Grant School Addition

Duluth, Minnesota

Norshor Theater Restroom and Elevator Accessibility Report

Duluth, Minnesota

Woodland Hills New Gymnasium

Duluth, Minnesota

Public School Stadium Beecher Investigation

Duluth, Minnesota

St. Scholastica Mitchell Auditorium

Duluth, Minnesota

Nettleton Magnet School

Duluth, Minnesota

Former Global Village Building Repairs

Duluth, Minnesota

Vermillion Community College

Ely, Minnesota

Jon and Hilary Reich Residence

Duluth, Minnesota

Fallis Residence Addition

Duluth, Minnesota

Team Qualifications

Team Qualifications

The Meyer Group Architecture/DF/CTA/HH Team possesses a great amount of experience in Municipal architecture, including Libraries, Parks, and Public Spaces, completing many successful new, addition and renovation projects.

Our team has on-going experience and knowledge of proven design trends for Municipal and Outdoor Spaces, combined with the collective *expert knowledge of the latest technologies in materials and building systems,* reinforcing the quality of our qualifications to be selected for this important project.

Meyer Group Architecture is *local*, with a satellite office in the City of Ashland. *Meyer Group has a unique understanding of the Ashland construction market, including local costs, sub-contractors and bidding conditions.* This knowledge will be useful in making sure the City of Ashland Vaughn Literary Park project comes in on-time and under budget. Being close to the site, Meyer Group Architecture will be there whenever you need us.

The Meyer Group Architecture/DF/CTA/HH Team is experienced in the municipal market with many successfully completed projects. Our team is *comfortable with working in a political environment and in a public design process, with community input* being a primary component in directing efforts on the project. Meyer Group has held many Public and Community Input Gathering Meetings, as well as, Public Hearings to listen to community needs and wants, then to work with the City to establish a project direction.

Meyer Group Architecture also utilizes a *green and sustainable* design process. All projects we design are sustainable and utilize the LEED US Green Building Council standards to set up sustainability goals during design. Including important issues of storm water quality and runoff, use of sustainable materials and local materials and energy efficiency.

Proposed Architectural & Engineering Fees

Schematic Design thru Contract Documents Phase

\$ 50,000

Bid thru Construction Administration Phase

\$ Hourly Per Standard Rates

Total Proposes A&E Fees:

\$ 50,000 through Contract Documents Phase

Proposal Notes:

- **A Cap Amount** for **Bid & Construction Phase Services** will be set with Owner.
- **Scope of Work Additions** and **Design Changes** will require a corresponding fee adjustment, to be negotiated with Owner. Changes can be either “add” or deduct”.
- Architect understands that the Owner will continue with **Fundraising** & will assist in these efforts where possible. Efforts to be determined with Owner.

Payment Terms

Would be **Standard Payment Terms**, with invoicing on the **First (1st) of the Month with Payments** being made on the **Thirtieth (30th) of the Month**. Other terms are possible, dependent on agreement of all project partners.

Reimbursable Expenses

Estimated Reimbursable Expenses

Reimbursable Expenses would include printing, copying and any additional presentation materials required beyond those listed. Mileage, lodging & subsistence for travel outside of the Duluth-Superior Metro Area / Bemidji / Twin Cities Area, would also be additional.

A **Reimbursable Budget** will be prepared based on the following:

Estimated Reimbursable Expenses

Mileage	\$ 500 (To be tracked actual miles)
Printing	\$ 500 (0 if electronic files)
Presentation Materials	\$ 500 (0 if electronic files)
Subsistence	\$ TBD (If needed)
Travel	\$ See Mileage
Lodging	\$ 0 (None anticipated)
Structural & Metals Testing	\$ By Owner
Environmental Survey & Testing	\$ Not Included – Not Allowed by Liability Insurance, Coordinate Only

Total Projected Reimbursable Expenses - (Allowance): \$ 1,500 – tracked actual

Additional Services

Any **Additional Services** beyond the **Basic Scope of Services** outlined above will be performed only upon your instruction and will be billed at the standard hourly rates as listed below. Additional work scope can be added by request. A fee proposal & contract amendment will be prepared.

Agreement – Shall be a **Standard B151 - AIA – Owner-Architect Agreement** or City Standard Form, w/General Conditions, with Owner review by Legal Counsel.

ASHLAND OFFICE

1022 Lakeshore Drive
Ashland, WI 54806
P: (715) 292-6493

DULUTH OFFICE

306 West Superior Street
Suite #1600
Duluth, MN 55802
P: (218) 727-1330
F: (218) 727-1338

MINNETONKA OFFICE

12450 Wayzata Boulevard, Suite 227
Minnetonka, MN 55305
P: (952) 277-6603

2024-2025 – Standard Hourly Rates

Principal Architect	\$ 195.00/Hr
Project Architect	\$ 160.00/Hr
Project Manager	\$ 155.00/Hr
Landscape Architect	\$ 145.00/Hr
Project Designer	\$ 115.00/Hr
Interior Designer	\$ 105.00/Hr
Intern/Designer 1	\$ 95.00/Hr
Intern/Designer 2	\$ 105.00/Hr
Intern/Designer 3	\$ 115.00/Hr
Planner	\$ 105.00/Hr
Grant-Writer	\$ 85.00/Hr
CAD Technician 1	\$ 95.00/Hr
CAD Technician 2	\$ 105.00/Hr
Senior CAD Technician	\$ 110.00/Hr
3-D Technician	\$ 105.00/Hr
Graphic Designer	\$ 95.00/Hr
Clerical	\$ 70.00/Hr

Reimbursable Expenses:

Expenses connected with the work such as travel, vehicle rental, equipment rental, subsistence, lodging, etc., will be charged at cost. Outside consultants, soil testing service, etc. will be charged at cost plus 10%. Vehicle mileage will be charged at \$0.62 per mile, if required.

Rates Effective: 01/01/2024

References

ROB HURD

CONSTRUCTION PROJECT COORDINATOR
(218) 730-4434
City of Duluth - Project Management
Office
1532 West Michigan Street
Duluth, MN 55806
rhurd@duluthmn.gov
Project: Duluth Public Library Restroom
Renovation & Lincoln Park Pavilion
Renovation

TIM PETERSON

CITY ADMINISTRATOR
(218) 879-3347
(F): (218) 879 -6555
City of Cloquet
101 14th Street
Cloquet, MN 55720
tpeterson@cloquetmn.gov
Project: Cloquet Public Library

HOPE FAIRCHILD

CITY ADMINISTRATOR
(218) 547-5501
City of Walker
205 Minnesota Avenue W
PO Box 207
Walker, MN 56484
hfairchild@ci.walker.mn.us
Project: Walker Public Library - Interior
Design

Meyer Group Architecture provides
indemnification and holds harmless
statements protecting the reference for
comments and opinions provided.



RESPECTING OUR CLIENTS. RESPECTING OUR ENVIRONMENT.

SUBJECT: Consider a Proposal from Fish Creek Restoration LLC for Assessment and Concept Plan for the Bay City Creek Riparian Restoration Project (*Parks*) Roll

RECOMMENDATION: Approve

DEPARTMENT OF ORIGIN: Parks & Recreation

CLEARANCES: Administrator

EXHIBITS: 1. Fish Creek Restoration LLC - Assessment and Concept Design Proposal

EXPENDITURES REQUIRED: \$ 53,170

AMOUNT BUDGETED: \$150,000 - US Fish & Wildlife Services Coastal Grant
\$500,000 - Great Lakes Restoration Initiative FA3 Award (Pending)
\$750,000 = Total

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on March 7, 2024 that Fish Creek Restoration LLC is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

COMPLIANCE WITH ORD. 51: The Mayor and/or Clerk has consented to placement of this agenda item on the Council agenda as timely action is needed.

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: This item conforms to the City of Ashland's Strategic Priorities 2022-2026: Coastal Resiliency and Adaptation Planning and Greenspace Planning

SUMMARY STATEMENT:

The City Staff is seeking approval to enter into a contract with Fish Creek Restoration, LLC. to assess and create a concept design for the Bay City Creek Riparian Corridor Rehabilitation Project.

The Bay City Creek project is a multi-faceted project. This project would focus on the assessment of the failing stream banks; gather geomorphic and hydrological data; create a habitat management plan for the corridor; inventorying the storm sewer outfalls in the sub-watershed; recommend, design and engineer plans for green infrastructure BMPs to reduce and clean currently uncontrolled runoff from the snow storage site.

The City would like to retain Fish Creek Restoration to undertake a geomorphic assessment of the Bay City Creek riparian corridor and develop concept-level restoration plans for the City's snow dump site. The geomorphic assessment will focus on identifying stream forms and processes throughout the system. This understanding will help guide future restoration plans and inform site-specific designs. At the snow dump site,

we will develop conceptual design alternatives to improve the water quality of Bay City Creek.

The City of Ashland has been awarded funding for the US Fish and Wildlife Services Coastal Program for planning, designing and implementing habitat and stream bed modifications, using the best management practices (BMPs), to enhance the urbanized Bay City Creek Riparian Corridor to improve water quality and habitat (both terrestrial and aquatic) for critical species such as the Northern long-eared bat, Canada warbler and mudpuppy.

The City is also working with the Lake Superior Collaborative (LSC) and Wisconsin Department of Natural Resources (WI DNR) to apply for a Great Lakes Restoration Initiative (GLRI) Focus Area 3 proposal titled *Fish Creek Watershed 9 Key Element Watershed Plan Development & Implementation of Sediment & Nutrient Reduction Projects*. Bay City Creek is a sub-watershed of the Fish Creek Watershed. Funding will be used to do storm sewer survey and data collection, engineering planning and design of green infrastructure, implementation of green infrastructure at the city snow dump, and implementation of the habitat and restoration plan. This proposal is pending and is expected to be awarded later in 2024.



February 26, 2024

Sara Hudson
Director, City of Ashland Parks and Recreation
601 Main St W
Ashland, WI 54806

Dear Sara:

Bay City Creek is the largest stream flowing through the City of Ashland. The stream is relatively sensitive to changes in land use and has been impacted by City infrastructure. Channel incision and large bank erosion deliver large sediment loads. Storm sewer outfalls discharge untreated runoff directly to the channel, and the City dumps snow from streets directly in the floodplain. Unfortunately, the poor water quality impacts the City's drinking water intake near the mouth of the stream.

The City would like to address water quality problems in Bay City Creek while also considering public access opportunities. Stream restoration activities should integrate with potential hiking/biking trails while improving aesthetics. Invasive species, including honeysuckle and buckthorn have taken over the riparian area and deter access. Restoration of the stream has recently been possible given the grant funding available in the Great Lakes. The City obtained a grant from the U.S. Fish & Wildlife Service to investigate the stream and develop restoration plans. Several other opportunities will likely be available to fund construction.

We can help the City understand channel changes in the stream and develop plans for restoration. Lake Superior tributaries in Wisconsin have undergone similar hydrologic and geomorphic changes over the last 150 years. We have completed detailed assessments and developed successful restoration projects for several of these systems. This local experience will translate into an effective and efficient product for the City.

The attached document describes the proposed scope of work and budget to undertake a geomorphic assessment and develop concept-level restoration plans for the City's snow dump site. The geomorphic assessment will focus on identifying stream forms and processes throughout the system. This understanding will help guide future restoration plans and inform site-specific designs. At the snow dump site, we will develop conceptual design alternatives. Pros and cons will be presented along with an approximate budget for each. Once a concept-level plan has been accepted, we can work with you to develop final design plans, obtain project permits, and oversee construction. Please feel free to contact me with any questions or clarifications.

Best regards,

Ben Lee, PE

Scope of Work

The following scope of work outlines tasks to be completed on Bay City Creek in Ashland, Wisconsin.

1.0 Geomorphic Assessment

Fish Creek Restoration LLC (FCR) will assess the physical conditions of the stream and floodplain, including:

- 1.1 Historical Channel Position** – Historical channel locations will be investigated in old aerial photos, U.S. Geological Survey topographic maps, and General Land Office Surveyor data. The channel banks for each dataset will be delineated and overlaid to understand meander migration. Abandoned channel segments will be identified to be visited in the field to estimate rates of vertical channel change.
- 1.2 Geomorphic Survey** – After the desktop investigation of historical channel positions, we will complete a survey of the stream and floodplain at 6 locations. Cross sections will be surveyed across the valley bottom to document the current channel, historical channel, and other terrace grades and dimensions. A longitudinal profile will be surveyed to define the channel slope, bank heights, historical channel elevations, and vegetation elevations. The length of each survey will encompass an area at least two channel meander wavelengths.
- 1.3 Sub-surface Investigation** – Sediment composition and layers will be identified and surveyed in the channel and floodplain at the 6 geomorphic survey locations. Hand probes and soil corers will be used along cross sections to define general characteristics (e.g., sandy loam, clay, gravel).
- 1.4 Storm Sewer Infrastructure** – The storm sewer infrastructure that drains to Bay City Creek will be surveyed. We will locate catch basins, inlets, and outfalls. The inlet elevations, pipe diameter, invert elevations, and sump depths will be recorded. Together the data will provide the basis for estimating flow rates and erosion at outfalls in Bay City Creek.

Deliverables

- Base map and plots describing geomorphic features.
- Memorandum documenting geomorphic and hydrologic processes and implications for restoration.

Conditions

- Field survey can be completed during leaf-off conditions, without snow or ice cover, and under low flow conditions.
- The City of Ashland will provide site access.
- The site survey is not intended to establish property corners.
- Geotechnical borings are not included in this scope of work.

2.0 Site Survey

FCR will complete a survey of the City's snow dump site at the east end of 3rd Street East. The topography will be surveyed including the channel, floodplain, detention basins, and valley edges. In addition, infrastructure will be surveyed including the roadway, utility poles, railroad bridge, electrical lines, and other observed utilities. Cross sections will be surveyed across the valley bottom to document the current channel, historical channel, and other terrace grades and dimensions. A longitudinal profile will be surveyed to define the channel slope, bank heights, historical channel elevations, and vegetation elevations.

Deliverables

- Base map to be developed in AutoCAD to provide the basis of the design drawings.

Conditions

- Field survey can be completed during leaf-off conditions, without snow or ice cover, and under low flow conditions.
- The City of Ashland will provide site access.
- The site survey is not intended to establish property corners.
- Geotechnical borings are not included in this scope of work.

3.0 Hydraulics & Hydrology

The Bay City Creek hydrologic regime and hydraulic conditions will be investigated to provide a basis for estimating floodplain connectivity, channel-forming flows, and hydraulic analyses. The following items will be completed:

- 3.1 Water Level Monitoring** – One water level logger will be deployed in the stream over one year, excluding periods when the stream is frozen. The logger will be located adjacent to the snow dump site around stream mile 0.7. Although Northland College maintains a logger on their campus, there is a substantial increase in drainage area, including many storm sewer outfalls. Consequently, flow conditions are likely to be different.
- 3.2 Hydrology** – Flood magnitudes, frequency, and volume will be estimated for the stream. The estimates will be based on the Northland College stream gage and U.S. Geological Survey regression equations. The estimates will be validated with the water level monitoring data.
- 3.3 Hydraulics** – A hydraulic model will be created to understand the inundation frequency and sediment mobility in the project reach. We will reach out to the Federal Emergency Management Agency (FEMA) to obtain the current effective regulatory model. New survey data will be used to update the model geometry around the project areas. The model will provide the baseline conditions necessary for documenting proposed hydraulic conditions for permitting.

Deliverables

- Hydrologic and hydraulic results to be incorporated into the report.

Conditions

- This task does not include modeling proposed conditions.
- This task does not include developing a Letter of Map Revision for the Federal Emergency Management Agency.

4.0 Concept Design and Memo

The geomorphic assessment, hydrologic, and hydraulic analyses will be integrated into a memo to document Bay City Creek conditions. The dimensions and rates of change of fluvial features will be described along with implications for aquatic and riparian habitats. Storm sewer infrastructure will be described along with potential treatments to detain or filter runoff.

Stream restoration plans at the snow dump site to provide additional snow storage, reduce direct runoff to the stream, address adjacent streamside bluff erosion, and improve aquatic and riparian habitat. Three concept designs will be prepared for consideration. We will work with LV

Brown Studio to create landscape-architect illustrations. The product will be easy-to-read plans that are presentable for public meetings. In addition, LV Brown will help develop watershed-scale maps that highlight watershed issues and potential restoration projects.

Deliverables

- Concept design drawings (3)
- Concept design memo
- Preliminary cost estimate

Conditions

- Final design plans are not included.
- Permitting is not included.

Budget

FCR will complete this scope of work on an estimated time and materials basis. FCR will deliver invoices to the City of Ashland each month for the work completed the preceding month.

Payment of the total owed on each invoice will be due within 30 days of the date on the invoice.

Task	Schedule	Budget
1.0 – Geomorphic Assessment	Completed by June 14, 2024	\$15,220
2.0 – Site Survey	Completed by June 14, 2024	\$6,350
2.0 – Hydrology & Hydraulics	Completed by August 31, 2024	\$12,700
3.0 – Concept Design	Completed by October 31, 2024	\$18,900
Total=		\$53,170

SUBJECT: Consider an Original Alcohol Beverage Retail License Application Submitted by The Landing LLC dba The Landing, 101 Lake Shore Drive West, Ashland, Wisconsin, and Agent Natalie Skinnes (*Clerk*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: City Clerk

CLEARANCES: Treasurer

EXHIBITS:

1. Original Alcohol Beverage License Application - Redacted
2. Schedule for Appointment of Agent - Redacted
3. Supplemental Questionnaire - Redacted
4. Wisconsin Sellers Permit

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED:

**APPROPRIATION
REQUIRED:** NA

**TREASURER'S
CERTIFICATE:** The Treasurer's Office has certified on March 7, 2024, that The Landing LLC is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

COMPLIANCE WITH ORD. 51: Section 51.26 (b) of Chapter 51, Ashland City Ordinances, permit the Mayor and/or Clerk to schedule items directly for Council action when a timely decision is needed by the City. The Mayor and/or City Clerk has chosen to direct this item directly to Council pursuant to the authority granted to them in Chapter 51, Ashland City Ordinances.

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: NA

SUMMARY STATEMENT:

Natalie Skinnes is the current Agent of the Chequamegon bar & Grille at 101 Lake Shore Drive West, Ashland. She has since entered into a lease agreement with Black Bears Hotel C LLC for the operation of the restaurant and bar, and wishes to change the name of the facility.

The Landing LLC dba The Landing, has undergone a slight renovation and is ready to serve the community with fermented malt beverages and intoxicating liquor accompanying their menu items. The Clerk's office is requesting approval by Council to award this license to The Landing LLC and agent Natalie Skinnes.

Original Alcohol Beverage License Application

FOR CLERKS ONLY	
Municipality	
License Period	

License(s) Requested

- | | |
|--|---|
| ☐ Class "A" Beer \$ _____ | ☐ "Class A" Liquor \$ _____ |
| ☐ Class "B" Beer \$ _____ | ☐ "Class B" Liquor \$ _____ |
| ☐ "Class C" Wine \$ _____ | ☐ "Class A" Liquor (Cider Only) \$ _____ |
| ☐ Reserve "Class B" Liquor \$ _____ | ☐ "Class B" (Wine Only) Winery \$ _____ |

License Fees	\$
Publication Fee	\$
Background Check	\$
Total Fees	\$

Part A: Premises/Business Information

1. Legal Business Name (registered entity name or individual's name if sole proprietorship)		
2. Trade Name or DBA		
3. Premises Address		
4. County	5. Municipality	6. Aldermanic District
7. Mailing Address (if different from premises address)		
8. FEIN	9. Wisconsin Seller's Permit Number	
10. Premises Phone	11. Premises Email	
12. Entity Type (<i>check one</i>) ☐ Sole Proprietor ☐ Partnership ☐ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization		
13. Premises Description - Describe the building or buildings where alcohol beverages are to be sold and stored. Describe all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. Alcohol beverages may be sold and stored ONLY on the premises described in this application. Attach additional sheets if necessary.		

Part B: Questions

1. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit a copy of Responsible Beverage Server Training Course Certificate ☐ Yes ☐ No
2. Does the applicant business or its partners, officers, directors, managing members, or agent hold a direct or indirect interest in any alcohol beverage wholesaler or producer (e.g., brewer, brewpub, winery, distillery)? ☐ Yes ☐ No If yes, please explain using the space below. Attach additional sheets if necessary.

Part C: For Corporate/LLC Applicants Only

1. State of Registration		2. Date of Registration
3. Is the applicant business owned by another corporation or LLC? If yes, please provide the name and FEIN of the parent company below, include parent company members in Part D, and attach Form AT-103 for all of the parent company's principal members, managers, officers, or directors ☐ Yes ☐ No		
Name of Parent Company		FEIN of Parent Company
4. Does the parent company or any of its officers, directors, managing members, or agent hold any direct or indirect interest in any other alcohol beverage wholesaler or producer (e.g., brewer, brewpub, winery, distillery)? ☐ Yes ☐ No If yes, please explain using the space below. Attach additional sheets if necessary.		
5. Agent's Last Name	Agent's First Name	Phone

Part D: Individual Information

A Supplemental Questionnaire, Form AT-103, must be completed and attached to this application for each person involved in the applicant business and any parent company as indicated in Part C. Persons in the applicant business include: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all managing members and agent of a limited liability company.

List the full name, title, and phone number for each person below. Attach additional sheets if necessary.

Last Name	First Name	Title	Phone

Part E: Attestation

Who must sign this application?

- sole proprietor • one general partner of a partnership • one corporate officer • one managing member of an LLC

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Signature 		Date
Name (Last, First, M.I.)		
Title	Email	Phone

Part F: For Clerk Use Only

Date application was filed with clerk	Date reported to governing body	Date provisional license issued (if applicable)
Date license granted	License number	Date license issued
Signature of Clerk/Deputy Clerk		

Form AT-106 Instructions

Original Alcohol Beverage License Application

Who needs an alcohol beverage license?

Any individual or entity that wants to sell alcohol beverages to consumers or allow consumption in a public place must get a retail alcohol beverage license.

Who issues alcohol beverage licenses?

Municipal clerks of cities, villages, and towns issue alcohol beverage licenses after the governing body (city council, town or village board) grants the license.

Specific Instructions

License Period:

- Annual licenses expire June 30 each year except licenses issued by the City of Milwaukee. Annual licenses issued by the City of Milwaukee may be issued at any time throughout the year and are valid for one year from the date of issuance.

License Requested and License Fees:

- Select the alcohol beverage license(s) you would like to apply for.
- Generally, you may apply for no more than two licenses for the same premises. Further, some license combinations are not acceptable, (e.g., “Class A” and a Class “B”).
- For descriptions of each of the alcohol beverage licenses and their authorizations, see [Publication 302, Information for Wisconsin Alcohol Beverage and Tobacco Retailers](#).
- License costs are determined by the municipality within a range set by state law. Ask your clerk how much the license, background check, and publishing fees in that municipality cost.
- License fees for licenses issued for less than 1 year must be prorated according to the number of months or fraction of months remaining in the licensing year.

Part A: Premises/Business Information

- Enter the legal business name in box 1.
- Enter the trade name or “doing business as” name in box 2, if different than the name in box 1.
- All requests for “premises” information are requests for the physical location within the municipality and contact information to reach the business during open hours.
- Check one entity type in box 12 to indicate how the business is legally organized.
- Box 9: For questions about obtaining a seller’s permit, see [Sellers Permit Common Questions](#).
- Box 13: Describe the premises in detail. Include outdoor spaces if your municipality allows it. Some municipalities have specific requirements for outdoor spaces as a part of the licensed premises. Call your municipal clerk to learn more. Attach a floor plan if possible.

Example: The premises is located at 1234 Main St., Realtown, WI 12345 and includes only the first-floor bar room, dining room, kitchen, north storage room, and south office of the 5,000 square foot building.

Part B: Questions

- Question 1: Wisconsin law requires all sole proprietors, partners, and agents of corporations and LLCs to successfully complete a Wisconsin approved responsible beverage server (RBS) training course within the past two years unless:
 - The applicant is renewing a license, or
 - Within the past two years:
 - a. The applicant held a manager’s or operator’s (bartender) license.
 - b. The applicant held or was the agent of a corporation or LLC that held any municipally-issued alcohol beverage license in Wisconsin.
- To learn about your responsibility to complete the responsible beverage server requirement, please review [Publication 302, Information for Wisconsin Alcohol Beverage and Tobacco Retailers](#).

- Question 2: Wisconsin law generally prohibits businesses and individuals from having an interest in more than one tier of the alcohol beverage industry (production, wholesale, and retail). Some examples of prohibited interest restrictions are described in Administrative Code ([Tax 8.87](#), Wis. Adm. Code).

Part C: For Corporate/LLC Applicants Only

- Complete this section if you checked corporation or a limited liability company in box 12, Part A.
- Box 3: If the applicant is owned by another corporation or LLC, include information about the parent company's principal managing members, officers, or directors in Part C below, including the completion of Form AT-103.
- Box 4: Some examples of prohibited interest restrictions are described in Administrative Code ([Tax 8.87](#), Wis. Adm. Code).
- Box 5: List the name and the phone number of your appointed agent. Include a Form AT-103 for that person and a Form AT-104 with your application.

Note: If the applicant business, parent company, or any managing members, directors, or officers of either entity hold a direct or indirect interest in an alcohol beverage producer or wholesaler, you may not be eligible to hold a retail alcohol beverage license. Before submitting this form, reach out to your municipal clerk or the Department of Revenue.

Part D: Individual Information

- Provide basic information for all persons involved in the retail alcohol beverage business who are owners, officers, directors, managing members, or the agent.
- Example titles: President, Treasurer, Director, Chief Financial Officer, Member, Partner, etc.
- Sole-proprietors, partners in a partnership, and the agent of an LLC or corporation must reside in Wisconsin.
- Include a Supplemental Questionnaire (Form AT-103) for each person listed in this section with the submission of this application.

Part E: Attestation

- Read the attestation carefully, then sign and date.

Part F: For Clerk Use Only

- “Date license granted” means the date the municipal governing body approved the license to be issued.
- “Date license issued” means the date the municipal clerk issued the license certificate document.

Completion and Submission of AT-106

- Submit the completed application to the clerk of the municipality in which you are applying for a license.
 - License applications must be filed with the municipal clerk at least 15 days before they can be approved by the governing body, except licenses issued by municipalities within Milwaukee County. Governing bodies of municipalities within Milwaukee County establish their own period that applications must be filed with the municipal clerk.
 - In addition to Form AT-106, include:
 - Form AT-103 for the sole-proprietor; all officers, directors, and agent of a corporation or nonprofit organization; all partners of a partnership; all managing members and agent of a limited liability company
 - Form AT-104 for corporation, nonprofit organizations, and LLC applicants
 - License and publication fees as required by your municipality
 - Responsible beverage server training course completion certificate or other acceptable replacement document described in Part B, Question 1
 - Proof the applicant holds a seller's permit, such as a copy of the seller's permit document
- Note:** See [Publication 206](#), *Sales Tax Exemptions for Nonprofit Organizations*, for information on when a nonprofit organization may be exempt from holding a seller's permit.
- All other information and documents required by your municipality

NOTE: You are required by federal law to register as an Alcohol Dealer with the federal Alcohol and Tobacco Tax and Trade Bureau (TTB) before beginning business. Use [Form TTB F 5630.5d Alcohol Dealer Registration](#) and return the form to the address listed on the instructions.

Open Records

This application is an open record under state law (sec. [19.35](#), Wis. Stats.) and may be provided to the public. If this license is issued by your municipality, your municipality must report the license to the Wisconsin Department of Revenue. The department may publish a list of alcohol beverage licensees reported by municipalities. The department will not disclose personal information such as residential addresses, home phone numbers, social security numbers, age, birth date, and place of birth of individuals, including partners, officers, directors, members, managers, and agents of corporations or LLCs.

Assistance

This form is designed by the Department of Revenue for use by municipal governments. If you require assistance with this form, consider reaching out to your local clerk for assistance with the following:

- Submission of this application and associated forms
- Availability and cost of certain licenses in a community

If you have questions about alcohol beverage laws and regulations, you may contact the Department of Revenue using the contact information below.

Website: [DOR Alcohol Beverage \(wi.gov\)](http://DORAlcoholBeverage.wi.gov)

Write: DORAlcoholTobaccoEnforcement@wisconsin.gov

Call: (608) 264-4573

Resources Provided by the Department of Revenue

[License frequently asked questions](#)

[Publication 302](#) *DOR Alcohol Beverage Laws for Retailers Licenses*

[Publication 309](#) *Retail Alcohol Beverage Licensing Guide for Municipalities*

[Fact Sheet 3101](#) *Licenses for Retail Sale of Alcohol Beverages*

[Fact Sheet 3103](#) *Licensed or Permitted Premises Description*

[Fact Sheet 3116](#) *Reserve "Class B" Liquor Licenses*

[Fact Sheet 3118](#) *"Class B" Liquor License Quotas*

Schedule for Appointment of Agent by Corporation / Nonprofit Organization or Limited Liability Company

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by an officer of the corporation/organization or one member/manager of a limited liability company and the recommendation made by the proper local official.

To the governing body of: ☐ Town ☐ Village of _____ County of _____
☐ City

The undersigned duly authorized officer/member/manager of _____
(Registered Name of Corporation / Organization or Limited Liability Company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as _____
(Trade Name)

located at _____

appoints _____
(Name of Appointed Agent)

_____ (Home Address of Appointed Agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

☐ Yes ☐ No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

Is applicant agent subject to completion of the responsible beverage server training course? ☐ Yes ☐ No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? _____

Place of residence last year _____

For: _____
(Name of Corporation / Organization / Limited Liability Company)

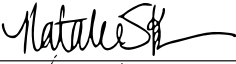
By:  _____
(Signature of Officer / Member / Manager)

Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

ACCEPTANCE BY AGENT

I, _____, hereby accept this appointment as agent for the
(Print / Type Agent's Name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

 _____ 03/01/2024 _____ Agent's age _____
(Signature of Agent) (Date)

_____ Date of birth _____
(Home Address of Agent)

APPROVAL OF AGENT BY MUNICIPAL AUTHORITY (Clerk cannot sign on behalf of Municipal Official)

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on _____ by _____ Title _____
(Date) (Signature of Proper Local Official) (Town Chair, Village President, Police Chief)

Alcohol Beverage License Application
Supplemental Questionnaire

This form must be submitted to the municipal clerk, and be accompanied by one or more of the following forms: AT-104, AT-106, AT-108, AT-115, or AT-200. One Form AT-103 must be completed by each person involved in the applicant business or parent company including:

- sole proprietor
- all officers, directors, and agent of a corporation or nonprofit organization
- all partners of a partnership
- managing members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Supplemental Questionnaires are submitted.

Part A: Premises/Business Information

1. Registered Entity Name (or individual name if sole proprietor)

2. Trade Name or DBA

3. Entity Type (*check one*)

☐ Sole Proprietor ☐ Partnership ☐ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization

Part B: Individual Information

1. Name (Last, First, M.I.)

2. Relationship to Registered Entity (Title)

3. Email

4. Phone

5. Home Address

6. City

7. State

8. Zip Code

9. Date of Birth

10. Drivers License/State ID Number

11. Drivers License/State ID State of Issuance

Part C: Address History

List in chronological order your last two residence addresses within the last 5 years.

Previous Address 1

Previous City, State, Zip

Dates (MM/YYYY - MM/YYYY)

Previous Address 2

Previous City, State, Zip

Dates (MM/YYYY - MM/YYYY)

Part D: Employment History

List in chronological order your last two employers within the last 5 years.

Employer's Name

Employer's Address

Dates Employed (MM/YYYY - MM/YYYY)

Employer's Name

Employer's Address

Dates Employed (MM/YYYY - MM/YYYY)

Part E: Criminal History

1. Have you ever been convicted of any offenses (other than traffic offenses unrelated to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? ☐ Yes ☐ No

If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.

Law/Ordinance Violated	Trial Date
------------------------	------------

Penalty Imposed	Was sentence completed? ☐ Yes ☐ No
-----------------	--

Law/Ordinance Violated	Trial Date
------------------------	------------

Penalty Imposed	Was sentence completed? ☐ Yes ☐ No
-----------------	--

2. Are charges for any offenses currently pending against you (other than traffic offenses unrelated to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? ☐ Yes ☐ No

If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.

Part F: Questions

1. Have you lived in any state other than Wisconsin as an adult? If yes, please list them in the space below. If no, continue to question 2. ☐ Yes ☐ No

2. How long have you continuously lived in Wisconsin prior to the date of application?	Years	Months
--	-------	--------

3. Do you hold a direct or indirect interest in any alcohol beverage wholesaler or producer (e.g. brewer, brewpub, winery, distillery)? If yes, please explain using the space below. Attach additional sheets as needed. ☐ Yes ☐ No

Part G: Attestation

READ CAREFULLY BEFORE SIGNING: I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Signature 	Date
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Form AT-103 Instructions

Alcohol Beverage License Application/Supplemental Questionnaire

Who must complete Form AT-103?

All persons involved in the applicant business who are partners of a partnership, officers, directors, managing members, sole proprietors, or agents. These persons must be identified in the schedule for appointment of agent (Form AT-104), original license application (Form AT-106), retail license transfer (Form AT-108) the renewal license application (Form AT-115), or the appointment of successor agent (Form AT-200).

Where do I submit Form AT-103?

Submit this form with Form AT-104, AT-106, AT-108, AT-115, or AT-200 to the clerk of the municipality in which the applicant business is located.

Specific Instructions

Date

- Date the form in the top left corner.

Part A: Premises/Business Information

- Enter the legal business name in box 1. If sole proprietor, enter the individual's first and last name.
- Enter the trade name or "doing business as" name in box 2, if different than the name in box 1.
- Check one entity type in box 3 to indicate how the business is legally organized.

Note: This business information must match the information on the license application (Form AT-106 or AT-115).

Part B: Individual Information

- Provide all requested personal information.
- For box 2: Enter your title or describe your relationship to the business. Examples: President, Treasurer, Director, Chief Financial Officer, Member, Partner, Agent, etc.

Part C: Address History

- List your two most recent addresses within the past five years.

Part D: Employment History

- List your two most recent employers/business ventures within the past five years.

Part E: Criminal History

- Question 1: Disclose any civil or criminal violations of law in any jurisdiction (federal, state, or local ordinance), and include detailed descriptions of any violations of law involving alcohol beverages (OWI, disorderly conduct, etc.).
- Question 2: Disclose any pending charges against you in any jurisdiction and include detailed descriptions of any charges involving alcohol beverages.

Note: Subject to the Wisconsin Fair Employment Law (Ch. 111, Wis. Stats.), persons with convictions or pending charges may, if those offenses are sufficiently relevant, be prohibited from holding a retail alcohol beverage license under sec. [125.04\(5\)\(a\)\(1\)](#) Wis. Stats. See the Department of Revenue's [Permit Predetermination Common Questions](#) for offenses that may prevent someone from holding a license.

Part F: Questions

- Question 4: Wisconsin law generally prohibits businesses and individuals from having an interest in more than one tier of the alcohol beverage industry (production, wholesale, and retail). Disclose whether you hold a direct or indirect interest in any alcohol beverage wholesaler or producer (e.g., brewer, brewpub, winery, distillery).
- Examples of prohibited interest restrictions are described in Administrative Code ([Tax 8.87](#), Wis. Adm. Code).

Note: If you hold a direct or indirect interest in an alcohol beverage wholesaler or producer, you may not be eligible to hold an alcohol beverage license. Before submitting this form, reach out to your municipal clerk or the Department of Revenue.

Part G: Attestation

- Read the attestation carefully, then sign and date.

Assistance

This form is designed by the Department of Revenue for use by municipal governments. Reach out to your municipal clerk for assistance with the following:

- Submission of the retail license application and supplemental forms
- Availability and cost of certain licenses

If you have questions about alcohol beverage laws and regulations, you may contact the Department of Revenue using the contact information below.

Website: [DOR Alcohol Beverage \(wi.gov\)](http://dor.wi.gov)

Write: DORAlcoholTobaccoEnforcement@wisconsin.gov

Call: (608) 264-4573

Resources Provided by the Department of Revenue

[License frequently asked questions](#)

[Publication 302](#) *DOR Alcohol Beverage Laws for Retailers Licenses*

[Publication 309](#) *Retail Alcohol Beverage Licensing Guide for Municipalities*

[Fact Sheet 3101](#) *Licenses for Retail Sale of Alcohol Beverages*

[Fact Sheet 3103](#) *Licensed or Permitted Premises Description*

[Fact Sheet 3116](#) *Reserve "Class B" Liquor Licenses*

[Fact Sheet 3118](#) *"Class B" Liquor License Quotas*



WISCONSIN DEPARTMENT OF REVENUE
PO BOX 8902
MADISON, WI 53708-8902

Contact Information:

2135 RIMROCK RD PO BOX 8902
MADISON, WI 53708-8902
ph: 608-266-2776 fax: 608-224-5761
email: DORBusinessTax@wisconsin.gov
website: revenue.wi.gov

000370

Letter ID L0999674416

101 LAKE SHORE DR W
THE LANDING LLC
101 LAKE SHORE DR W
ASHLAND WI 54806-1646

Wisconsin Department of Revenue Seller's Permit

Legal/real name:	THE LANDING LLC
Business name:	THE LANDING 101 LAKE SHORE DR W ASHLAND WI 54806-1646

- This certificate confirms you are registered with the Wisconsin Department of Revenue and authorized in the business of selling tangible personal property and taxable services.
- You may not transfer this permit.
- This permit must be displayed at the place of business and is not valid at any other location.
- If your business is not operated from a fixed location, you must carry or display this permit at all events.

Tax Type	Account Type	Account Number
Sales & Use Tax	Seller's Permit	456-1031602765-04



State of Wisconsin • DEPARTMENT OF REVENUE

Personal Wallet Copy

Seller's Permit: 456-1031602765-04
Legal/Real Name: THE LANDING LLC

Signature _____

We are here to serve you

Wisconsin Department of Revenue
PO Box 8902
Madison, WI 53708-8902

Ph: 608-266-2776

Fax: 608-264-6884

Email: dorbusinessstax@revenue.wi.gov

Web: www.revenue.wi.gov

Main office: 2135 Rimrock Rd., Madison