

**MEETING: REGULAR MEETING OF THE BUILDING
CONSTRUCTION OVERSIGHT COMMITTEE**

DATE & TIME: Thursday, June 11, 2026 at 5:45 PM

**LOCATION: Germantown Village Hall Board Room
N112 W17001 Mequon Road**

Any member of the body and/or citizen may attend the meeting virtually through the WebEx platform, Meeting #: **2551 513 3009** Password: **tvMpQE8JH38** which can be accessed by phone at 408-418-9388 or by clicking the link below:

<https://villageofgermantown.my.webex.com/villageofgermantown.my/j.php?MTID=m1e5740d04b273adc00cd972977e2c00a>

NOTICE: Citizens not wishing to attend the meeting personally or virtually may submit any public comments by sending an email to comments@germantownwi.gov by 4 p.m. on the day of the meeting so that it can be provided to the members of the body for their consideration.

Previously recorded meeting videos can be viewed at https://www.youtube.com/channel/UCOYp0EgELzTCa9X_iCohyhQ

AGENDA

- I. **CALL TO ORDER:** *This meeting has been given public notice in accordance with Section 19.83 and 19.84, Wis. Stats, in such form that will apprise the general public and news media of subject matter that is intended for consideration and action.*
- II. **ROLL CALL:**
- III. **CITIZEN INPUT:** *(Please be advised per 19.84(2) that information and comment will be received from the public. It is the policy of this municipality that public input be limited to a four (4) minute period per person with a time extension granted at the discretion of the Chairperson. Be advised that there may be limited discussion of the information received but no action will be taken under public comments.) Comments that may be injurious to village personnel or other individuals will not be allowed.*
- IV. **MEETING MINUTES:**
 - A. March 23, 2023, Meeting Minutes (ACTION)
- V. **NEW BUSINESS:**
 - A. Owners Representation services related to the Police Department building project (ACTION)
 - B. Construction Manager at Risk services related to the Police Facility project (DISCUSSION / ACTION)
 - C. Committee's Process and Procedures for Exercising its Powers and Duties with Respect to Police and Fire Department Construction Projects. (ACTION)
- VI. **ADJOURNMENT:**

UPON REASONABLE NOTICE, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For Additional information or to request this service please contact the Village Clerk at (262)250-4740 at least 2 days prior to the meeting.

Notice is hereby given that a possible quorum of other boards, committees, and/or commissions may attend this meeting to gather information about an item over which they have decision-making responsibility. This may constitute a meeting of these bodies per State ex rel. Badke v Greendale Village Board, even though these bodies will not take formal action at this meeting.

BUILDING CONSTRUCTION OVERSIGHT COMMITTEE MEETING MINUTES

March 23rd, 2023

Village Hall Board Room

CALL: Trustee Baum called the meeting to order at 5:30pm.

ROLL CALL: In attendance were Chairman Baum, Trustee Neureuther, Member Nilles and Public Works Director Ratayczak.

APPROVAL OF MINUTES: MOTION Neureuther/Nilles approval of the Minutes from January 24th, 2023. Motion Unanimous.

NEW BUSINESS

A: Review new Salt Storage Building located at New DPW Campus

Director Ratayczak distributed building plans and discussed options. Committee Members would like to see colored wall samples; to match DPW building color scheme.

MOTION Nilles/Neureuther to recommend approving the building as designed. Motion Unanimous.

B: Review new Fueling Station located at New DPW Campus

Director Ratayczak distributed building plans and discussed options. Committee Members would like to see a sample of colors for canopy; to match DPW building color scheme.

MOTION Neureuther/Nilles to recommend approving the building as designed. Motion Unanimous.

C: Review new Residential Yard Waste Facility Building located at New DPW Campus

Director Ratayczak distributed building plans and discussed options. Committee Members would like to see colored wall samples; to match DPW building color scheme.

MOTION Nilles/Neureuther to recommend approving the building as designed. Motion Unanimous.

ADJOURNMENT: Chairman Baum adjourned the meeting at 5:45pm.

BUSINESS OF THE BUILDING CONSTRUCTION OVERSIGHT COMMITTEE

MEETING DATE: June 11, 2026

PLACEMENT: Action Item

ITEM TITLE: Owners Representation services related to the Police Department building project (ACTION)

SUBMITTED BY: Patrick Merten, Police Chief

SUMMARY EXPLANATION:

ATTACHMENT:

1. M-C Group Summary Recommendation
2. MC Group Proposal
3. MC Group Fees_revised

STAFF RECOMMENDATION:

ACTION BY COMMITTEE:

**BUSINESS OF BUILDING CONSTRUCTION OVERSIGHT COMMITTEE
GERMANTOWN, WI**

MEETING DATE: June 11, 2026
AGENDA ITEM: Action
ITEM TITLE: Contract for Owners Representation for New Police Department
SUBMITTED BY: Chief Patrick Merten
SUMMARY EXPLANATION:

The Village has already initiated the selection of an Architectural/Engineering (A/E) team and intends to utilize a Construction Manager at Risk (CMAR) project delivery method. The Owner's Representative (OR) will serve as the Village's primary advocate, ensuring the project remains on schedule, within budget, and aligned with the operational, security, and functional requirements of a modern law enforcement facility. While the final project cost has not yet been determined, preliminary estimates place the total project cost at approximately \$34.5 million.

The Police Department Working Group issued a Request for Proposals (RFP) to three Owner's Representative firms and received proposals from all three: M-C Group, Luther Group, and Cadence Consulting. The Working Group reviewed and evaluated each proposal using the following criteria:

- Experience with Public Safety / Police Facilities (20 points)
- Qualifications of Personnel (30 points)
- Approach to CMAR Budget and Schedule Oversight (20 points)
- Proposed Fee Structure (10 points)
- References from Similar Wisconsin Municipalities (10 points)
- Interview (10 points)

The Police Department Working Group conducted interviews with two of the three firms. Cadence Consulting was unable to participate in the scheduled interview process and therefore did not receive interview points. The firms interviewed were M-C Group and Luther Group.

Following the interviews and final evaluation process, the firms received the following overall scores on a 100-point scale:

- M-C Group – 83 out of 100
- Luther Group – 49 out of 100

Based on the results of the proposal review, interviews, references, and overall evaluation process, the Working Group determined that M-C Group is the most qualified firm to serve as the Village's Owner's Representative for the new police facility project. M-C Group demonstrated extensive experience with public facility projects, a strong understanding of CMAR project delivery, and a proven ability to provide effective project oversight. In addition, M-C Group has established professional relationships with numerous qualified A/E and CMAR firms throughout the region and is well-positioned to collaborate with FGM Architects and the selected CMAR team throughout the design and construction process.

Therefore, the Police Department Working Group recommends that the Village Board authorize staff to enter into an agreement with M-C Group to provide Owner's Representative services for the new police facility project.

Thank you for your consideration of this request.

ATTACHMENT: ORDINANCE___ RESOLUTION____ OTHER X

RECOMMENDATION:

A positive recommendation for M-C Group to provide Owner's Representative services for the new Police Facility project and further recommends forwarding this recommendation to the Village Board for final consideration and approval.



M·C Group
GUIDE. BUILD. SUCCEED.



Village of



Germantown

New Police Department Facility

May 22, 2026

Village of Germantown
N122W17177 Fond du Lac Avenue
Germantown, WI 53022

Attn: Chief Patrick Merten, Police Chief, Germantown Police

Dear Chief Merten,

Congratulations on receiving community support to plan and implement a much-needed new Police Department in the Village of Germantown. The new state-of-the-art facility will serve the community for current and future generations to come.

MC Group LLC will be honored to play a role in assisting you, your staff and the Village's' leaders in the planning, design and implementation of this important and exciting project. We will act as an extension of your staff protecting your interests as though they were ours in all aspects of the project. We feel that we have developed a customized fit of owner representative services that do not overlap efforts and responsibilities of other project stakeholders, including the design team and construction manager at risk.

The services and the resulting added value that they create are depicted and outlined in this proposal. If you have any questions about any component of our proposal, please contact me; I will enthusiastically address any inquiries you may have. After digesting the contents of our proposal, we hope that you will agree that MC Group LLC is the perfect partner for this important project. Some of our key differentiators include:

The Most Experience: MC Group's experience is unmatched. We have been providing focused Owner's Rep services since 1998, serving many notable institutional, educational, corporate and healthcare clients in Southeast Wisconsin. The majority of our work is through repeat clients; testimony to the value that we bring.

A Recognized Entity: We are the longest standing Owner's Representative firm serving Southeast Wisconsin guiding Owners through complex projects to successful conclusions. Having a wide net of respected resources brings more exposure and interest to your project; this translates to high value outcomes.

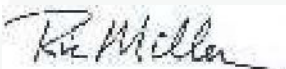
Customized Work Plan: No cookie cutter services proposal from us. We carefully craft the levels of services to the specific needs of the project. We focus on the specific needs and avoid duplicative services provided by other project stakeholders. By focusing our efforts where we drive value we can provide efficient involvement which allows our reduced fee proposal.

We Are Facilitators: We believe in Win-Win relationships. We are avid facilitators working in an open, transparent and respectful environment. By listening, reacting and monitoring the needs and inquiries of other project stakeholders including the designers and constructors, we keep information flowing. Answers are the grease that keeps the gears turning. Architects and construction managers respect us for the collaborative environment that we foster.

We Are Highly Interested: We're really excited about the opportunity to serve on this project. I've called the Germantown area home for the past 36 years, having sent my kids through the Germantown school district, having coached Germantown Rec youth football and basketball and enjoying all that Germantown offers. (Our current favorite is the Relish). We love projects that bring valuable services to the local community, especially the community that we live in.

Thank you for the opportunity to present our firm, our values, our people and our proposed work plan for your important project. We believe that we've hit the mark, but if not, please let us know. We are highly interested in serving you in the manner that you envision and are amenable to feedback.

We look forward to next steps!



Ric Miller
Founding Partner - MC Group LLC

TABLE OF CONTENTS

SECTION 1	Firm Information & Independence	1
SECTION 2	Project Team	3
SECTION 3	Experience	7
SECTION 4	Project Approach	19
SECTION 5	Compensation	29
SECTION 6	Insurance	31
WHY MC GROUP?		33

SECTION 1

Firm Information & Independence

"Thanks for the ongoing relationship which is anchored by the very successful project to expand our corporate headquarters... Our senior administration appreciates that all of the project success parameters that we established from the onset of the project have been met or exceeded. Through this and subsequent projects, our real estate management team benefits from the expertise your group provides. We plan to continue leaning on MC Services as our company grows and our facilities needs expand."

Randy Stark | Director of Internal Services
West Bend Mutual Insurance

ABOUT MC GROUP

MC Group, LLC was originally formed as Ric Miller Construction Consulting, LLC (RMCC) in January 1998 as a Wisconsin limited liability company with the vision of providing Owners technical support and expertise in planning and implementing their facilities projects. In 2019, RMCC evolved into MC Group allowing for increased capacity and capabilities to better serve our clients. We now have a highly experienced and accomplished staff of professionals providing Owner's Representative services on challenging and rewarding projects in many markets.

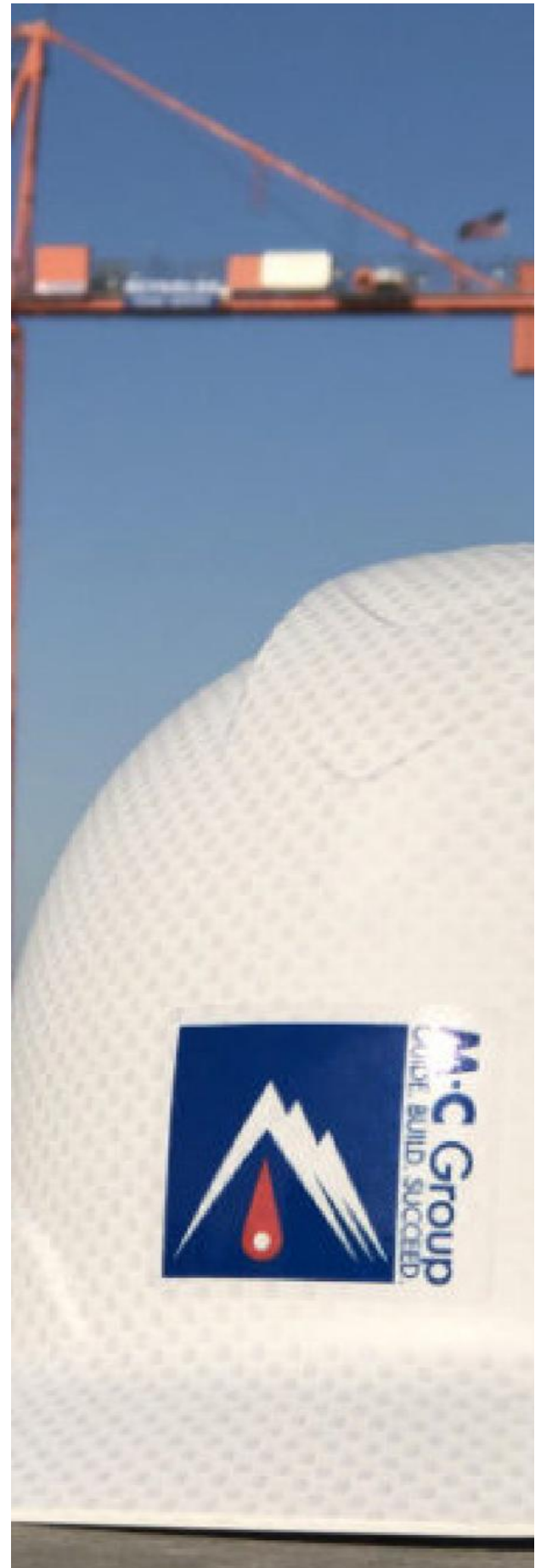
MC Group has managed over \$4 billion worth of projects constructed in the past 25+ years by applying a proven approach that focuses on planning, communicating, motivating, and leading. We have had the great privilege to serve many notable clients within Southeastern Wisconsin and beyond.

To learn more about our firm, our people, and the clients that we have had the privilege to serve, we encourage you to visit our website at MCGroup-gbs.com

Commitment to Diversity, Equity, Accessibility and Inclusion

MC Group has extensive experience supporting our Client's diversity, equity, accessibility and inclusion commitments and is comfortable collaborating with and supporting experienced diversity consultants to open doors of opportunity. MC Group understands the value and vision that diversity brings to our communities and projects, and are committed to creating opportunities for both individuals and businesses. Through careful pre-planning and aggressive engagement, we have been able to support some of our Clients, such as Froedtert Health, to **exceed their diversity goals by 10%**, both in business participation and in "hard hats" providing labor on projects.

Additionally, MC Group obtained its own certification as a woman-owned business in 2024. Ric Miller, original sole proprietor, has embraced the growth and development that Jackie Clarke and Angela Brzowski have brought to the partnership, and the ability to serve our Clients most collaboratively. Similarly, MC Group wants to provide others their chance and encourage their growth in our Wisconsin communities.



Capacity

On an annual basis, we are positioned to provide more than \$2 million in services to our customers. MC Group's capacity to serve has incrementally grown over the past five years and is projected to continue that same trajectory of growth in the coming five years. With the Project Team and Approach as outlined in this Proposal, MC Group is well-positioned with capacity to support the Village of Germantown in this exciting project and in future project needs.

In addition, prior to submitting on this RFP, we examined our workload and capacity as it specifically correlates to your project scope and schedule. The team proposed has the capacity to fully address this project and act in the Village's best interests as an Owner's Representative. Further, the team presented will be dedicated to this project for its duration.

Firm Independence

MC Group LLC is an independent Owner's Services Consulting firm with no financial or corporate affiliation with FGM Architects or any other related firms.

We value our independence and see it as an asset to the Village of Germantown to have our representation with your growing team of outside experts. Our value comes from helping our clients successfully achieve their project goals, while objectively assessing all situations and providing sound guidance and support.



**OVER
\$4 BILLION
IN PROJECTS
MANAGED**

**HEALTHCARE
EDUCATION
CORPORATE
INDUSTRIAL
INSTITUTIONAL
CULTURAL**

**100 YRS
COMBINED
EXPERIENCE
LEADERSHIP
MANAGEMENT**

SECTION 2

Project Team

"Job well done! Once again, the MC Group has been our valued partner in facilitating a successful project conclusion. You can be assured that you've played an instrumental role in the exciting exponential growth that Froedtert Health has experienced over the past 20 years. We look forward to working with you and your staff for the next 20 years as we continue on our journey to bring the most advanced health care environments to our community and beyond."

**John A. Balzer, MSEM | VP, Facility Planning & Development
(Retired)
Froedtert Health**

PROJECT TEAM

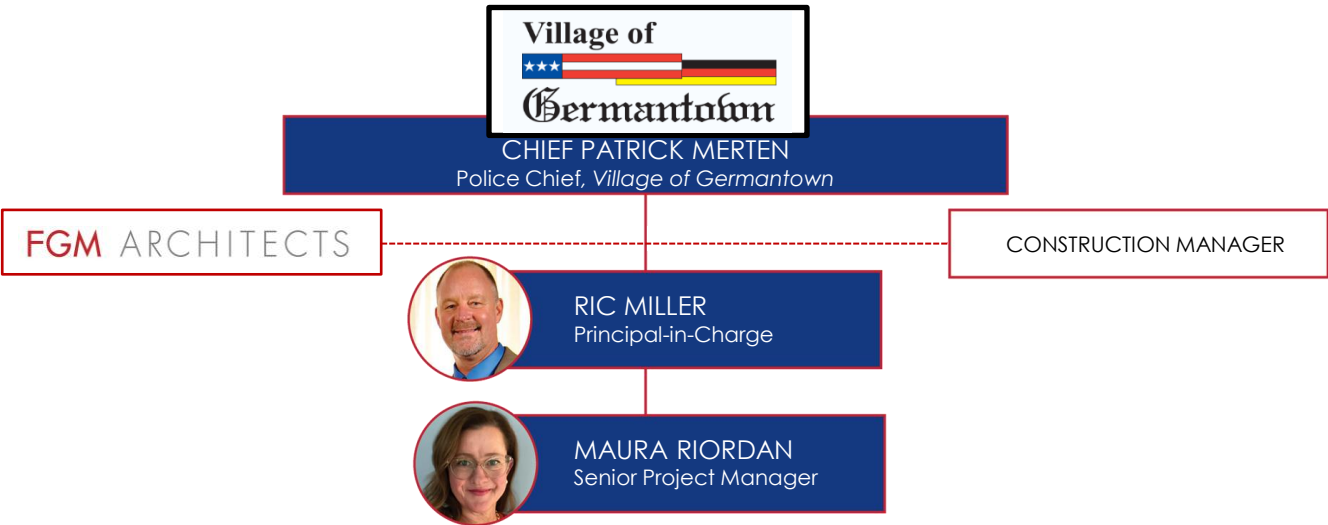
MC Group has a staff of experienced professionals that are ready to serve you. We propose to provide the services relative to your Public Safety Building project with the following team members. This team bring to the Village of Germantown over 50 years of project development experience (design through construction) experience that complements Village's Police Department team. **Ric & Maura are currently wrapping up the very successful new Public Safety Building project in Port Washington and are anxious to leverage their lessons learned on your project.**

RIC MILLER, Founding Partner

As our Founding Partner will serve as the Principal-in-Charge. He will support the team with his extensive project experience and bring his industry relationships to the table to benefit the project.

MAURA RIORDAN, Team Lead and Senior Project Manager

As Project Team lead and Project Manager, Maura will be your consistent point of contact throughout the project, from Day One to move-in. She will assure clear communication is maintained with all project stakeholders and will hold all parties accountable for their roles and responsibilities.



MC GROUP RESOURCE ROLES & RESPONSIBILITIES

RIC MILLER		MAURA RIORDAN	
✓	Overall Team Leadership and Accountability Management	✓	Project Meetings and Coordination
✓	Client Relationship	✓	Contract Negotiations and Modifications
✓	Executive Team Engagement	✓	Milestone and Phasing Schedule Development and Management
✓	Total Project Budget Development	✓	Design Meetings and Coordination
✓	Monthly Financial Report Review & Meetings (1x/month)	✓	Estimate Reviews
✓	Project Team Development and Governance Support	✓	Specialty Vendor Coordination and Management
		✓	Pay Application Review
		✓	Change Management and Cost Issue Reviews
		✓	Project Progress Reporting
		✓	Conduct Project Closeout



RIC MILLER

PRINCIPAL-IN-CHARGE

PROFILE

Sense of accomplishment is at the root of Ric's passion for the construction industry. Ric finds it very motivating and truly inspiring to experience the progress on a jobsite week by week and month by month overseeing and observing what a diverse group of people have accomplished. Starting with a University of Wisconsin Construction Administration degree, Ric personally brings almost 40 years of experience in the construction industry to the table with a valuable mix of 17 years serving the constructor's role as CMGC with the balance of the years serving as Owner's Representative leading the project team on the journey to success.

A lesson that Ric has learned along the journey in life is that there are certain things that we all covet, but which we can't begin to receive until we first give them away to others. Respect is one of those things and is a cornerstone of Ric's interactions with all people

EDUCATION & EXPERIENCE

BS Construction Administration University of Wisconsin-Madison

44 years in the Construction industry

SELECTED PROJECT EXPERIENCE

Port Washington Public Safety Building
Port Washington, WI | \$35M

COLLABORATIVE TEAM | TAX EXEMPT | COMMUNITY ENGAGEMENT | MULTIPLE DEPARTMENTS | HIGH PROFILE/PUBLIC PROJECT | PUBLIC PROJECT COMMUNICATIONS

Historic Haymarket Milwaukee Future Museum Project
Milwaukee, WI | \$240M

COLLABORATIVE TEAM | MULTIPLE FUNDING SOURCES | MULTIPLE BUILDING/PHASES | TAX EXEMPT | COMMUNITY ENGAGEMENT | CITY OF MILWAUKEE | DEMOLITION/ABATEMENT

E-One, Inc. Plant 4 Expansion
Ocala, FL | \$23.5M

COLLABORATIVE TEAM | PUBLIC SAFETY INDUSTRY | MULTIPLE BUILDING/PHASES | DEMOLITION/ABATEMENT | COMMUNITY ENGAGEMENT | ACCELERATED SCHEDULE | OCCUPIED CAMPUS

Spartan Emergency Response. Manufacturing Plant Expansion
Brandon, SD | \$20M

COLLABORATIVE TEAM | PUBLIC SAFETY INDUSTRY | MULTIPLE BUILDING/PHASES | DEMOLITION/ABATEMENT | COMMUNITY ENGAGEMENT | ACCELERATED SCHEDULE | OCCUPIED CAMPUS

School District of Menomonee Falls - 2016 Referendum Work
Menomonee Falls, WI | \$37M

COLLABORATIVE TEAM | MULTIPLE FUNDING SOURCES | MULTIPLE BUILDING/PHASES | TAX EXEMPT | COMMUNITY ENGAGEMENT | OCCUPIED CAMPUS

Milwaukee Regional Medical Center - Thermal Energy Plant & Distribution System
Milwaukee, WI | \$246M

COLLABORATIVE TEAM | MULTIPLE FUNDING SOURCES | MULTIPLE BUILDING/PHASES | TAX EXEMPT | CITY OF MILWAUKEE | OCCUPIED CAMPUS | DEMOLITION/ABATEMENT

Froedtert Health - Parking Area 6
Milwaukee, WI | \$80M

COLLABORATIVE TEAM | MULTIPLE BUILDING/PHASES | TAX EXEMPT | COMMUNITY ENGAGEMENT | CITY OF MILWAUKEE | OCCUPIED CAMPUS

Cedar Community - The Lofts at Cedar Lake
West Bend, WI | \$35M

COLLABORATIVE TEAM | MULTIPLE BUILDING/PHASES | TAX EXEMPT | COMMUNITY ENGAGEMENT | LOCAL PROJECT | OCCUPIED CAMPUS | PROPERTY DEVELOPMENT

West Bend Badger Middle School
West Bend, WI | \$27M

COLLABORATIVE TEAM | MULTIPLE FUNDING SOURCES | MULTIPLE BUILDING/PHASES | TAX EXEMPT | COMMUNITY ENGAGEMENT | OCCUPIED CAMPUS

CAMPUS West Bend Silverbrook Intermediate School
West Bend, WI | \$28M

COLLABORATIVE TEAM | MULTIPLE FUNDING SOURCES | MULTIPLE BUILDING/PHASES | TAX EXEMPT | COMMUNITY ENGAGEMENT | OCCUPIED CAMPUS

MRMC West Campus Development Project Phase 1
Milwaukee, WI | \$54M

COLLABORATIVE TEAM | TAX EXEMPT | COMMUNITY ENGAGEMENT | CITY OF MILWAUKEE | OCCUPIED CAMPUS





MAURA RIORDAN

PROJECT MANAGER

PROFILE

Maura brings to MC Group over 20 years of construction experience managing a wide variety of projects. From highly complex healthcare projects here in Wisconsin, to large-scale tenant buildouts in Chicago, to managing the design and construction of projects across the country, Maura has developed excellent communication skills and a strong work ethic. She instills a collaborative team approach in each project to ensure the client's needs are met, risks are identified and mitigated, and the project is completed on time, on budget and with the highest standard of quality.

EDUCATION & EXPERIENCE

BS Architecture
University of Illinois, Urbana-Champaign

25 years in Construction Industry

COMMUNITY/INDUSTRY TRAINING

LEED AP
OSHA 30-Hour
Wauwatosa School District Task Force 2075

SELECTED PROJECT EXPERIENCE

Port Washington Public Safety Building
Port Washington, WI | \$35M

COLLABORATIVE TEAM | TAX EXEMPT | COMMUNITY ENGAGEMENT | MULTIPLE DEPARTMENTS | HIGH PROFILE/PUBLIC PROJECT | PUBLIC PROJECT COMMUNICATIONS

Historic Haymarket Milwaukee Future Museum Project
Milwaukee, WI | \$240M

COLLABORATIVE TEAM | MULTIPLE FUNDING SOURCES | MULTIPLE BUILDING/PHASES | TAX EXEMPT | COMMUNITY ENGAGEMENT | CITY OF MILWAUKEE | DEMOLITION/ABATEMENT

Children's Wisconsin - Pediatric ICU Expansion Project
Milwaukee, WI | \$26M

COLLABORATIVE TEAM | MULTIPLE BUILDING/PHASES | TAX EXEMPT | CITY OF MILWAUKEE | OCCUPIED CAMPUS

Froedtert Health - Inpatient Support Renovations
Menomonee Falls, WI | \$9.4M

COLLABORATIVE TEAM | MULTIPLE BUILDING/PHASES | TAX EXEMPT | CITY OF MILWAUKEE | OCCUPIED CAMPUS | DEMOLITION/ABATEMENT

Froedtert Health - Sargeant Health Ambulatory Surgery Center
Milwaukee, WI | \$7M

COLLABORATIVE TEAM | MULTIPLE FUNDING SOURCES | MULTIPLE BUILDING/PHASES | TAX EXEMPT | CITY OF MILWAUKEE | OCCUPIED CAMPUS | DEMOLITION/ABATEMENT

Oconomowoc Memorial Hospital - Patient Tower
Oconomowoc, WI | \$70M

COLLABORATIVE TEAM | MULTIPLE BUILDING/PHASES | TAX EXEMPT | OCCUPIED CAMPUS | DEMOLITION/ABATEMENT

Froedtert Health - Parking Area 6
Milwaukee, WI | \$80M

COLLABORATIVE TEAM | MULTIPLE BUILDING/PHASES | TAX EXEMPT | COMMUNITY ENGAGEMENT | CITY OF MILWAUKEE | OCCUPIED CAMPUS

Oconomowoc Memorial Hospital - Emergency Department and Siftwork
Oconomowoc, WI | \$3M

COLLABORATIVE TEAM | MULTIPLE BUILDING/PHASES | TAX EXEMPT | OCCUPIED CAMPUS | DEMOLITION/ABATEMENT

Oconomowoc Memorial Hospital - Surgery Family Lounge
Oconomowoc, WI | \$800K

COLLABORATIVE TEAM | MULTIPLE BUILDING/PHASES | TAX EXEMPT | OCCUPIED CAMPUS | DEMOLITION/ABATEMENT

Waukesha Memorial Hospital - Mukwonago: Emergency Department & Patient Tower
Mukwonago, WI | \$100M

COLLABORATIVE TEAM | MULTIPLE BUILDING/PHASES | TAX EXEMPT | OCCUPIED CAMPUS | DEMOLITION/ABATEMENT

Truman State University - Campus Planning and Renovations
Kirksville, MO | Varies

MULTIPLE FUNDING SOURCES | MULTIPLE BUILDING/PHASES | TAX EXEMPT | COMMUNITY ENGAGEMENT | OCCUPIED CAMPUS | DEMOLITION/ABATEMENT



SECTION 3

Experience

"[We] extend our sincere appreciation for the leadership and guidance that you [Ric Miller] and the MC Group have provided in managing our complex campus Thermal Power Plant Project. Your organization and ongoing management of the many aspects of the project allowed our administration and board comfort and confidence over the entire 5-year journey. Your meticulous management and monthly reporting of the detailed project financial status allowed MRMC Thermal and the campus members to invest project savings into plant reliability and efficiency-added features as the project proceeded, giving us far more in the end than we originally planned. Thanks for guiding us down that successful path."

Mark Geronime, PE | Vice President of Operations
Milwaukee Regional Medical Center Thermal Services, Inc



MC GROUP'S PROVEN RECORD OF SUCCESS

OWNER'S REPRESENTATION EXPERTISE AND EXPERIENCE

At MC Group, we have found that a collaborative project team has improved outcomes and increased project delivery speed, while promoting cost efficiency and reducing overall risk to both the Owner and the project. An outcome of completing decades of successful and collaborative projects, MC Group has developed strong, professional relationships with most qualified AE and CMAR firms in the regional market, and look forward to continuing this tradition working with FGM Architects and the selected CM team members.

Utilizing the collaborative team approach that MC Group outlines in this proposal, the Village of Germantown can take advantage of a huge range of project experience. Ric, and Maura have extensive project experience with highly complex and technical campus and building construction, including hospitals, schools, corporations, and industrial facilities. Project examples include multi-story vertical high-rise expansions above high acuity inpatient units for extremely vulnerable transplant patients, and demolition

and deep excavations adjacent densely populated and busy campuses, just feet away from the busiest Emergency Department in Milwaukee County. Our unique experiences also range to oversight of sensitive archaeological excavations of pauper graves, with careful removal of human remains through collaboration with UW Milwaukee archaeologists.

While these unique experiences may not directly apply to the Village of Germantown's New Police Department building project, it demonstrates our capabilities to develop unique and collaborative solutions.

Services for clients and projects routinely include tracking progress, schedule, budget, costs, cost forecasting, diversity and inclusion engagement, as well as helping to guide major decisions and navigate project changes.



CITY OF PORT WASHINGTON

PUBLIC SAFETY BUILDING

Originally established with a \$35 million total project budget, the Port Washington Public Safety Building project was successfully value-engineered to approximately \$32 million through a disciplined and highly collaborative preconstruction process led by MC Group as the Owner's Representative.

The new Public Safety Building will consolidate police, fire, and civic functions into a unified shared campus while modernizing and expanding the City's existing public safety infrastructure.

The police component of the facility includes secure police administration space, a virtual indoor training range, secure evidence storage, a squad garage with integrated sallyport operations, and dedicated emergency operations space designed to support critical incident management and continuity of operations. The fire department portion includes fire administration, a six-bay apparatus area, and full-time living quarters designed to support 24/7 operations. Shared spaces between the police and fire functions include a public lobby, large training and courtroom space, and a shared fitness room intended to support both operational readiness and staff wellness.

As Owner's Representative, MC Group has led overall project coordination and management efforts including schedule oversight, budget management, design-phase coordination, value engineering, procurement support, stakeholder engagement, construction administration, and ongoing communication between the City, consultants, contractors, and user groups. MC Group continues to guide the project through active construction with occupancy anticipated in Summer 2026.

PROJECT ELEMENTS

✓	Collaborative Team Approach	✓	Tax-Exempt	✓	Occupied Campus	✓	High-Profile / Public Project
✓	Public Project Communications	✓	Community Engagement	✓	Municipal Project	✓	Public Safety Project

SERVICES

- Preconstruction Services/Oversight
- Bidding/GMP/Total Project Budget Development
- Construction Administration/Oversight
- Project Financial Management
- Project Management of Owner's FFE

INDUSTRY

Public Safety

YEAR

2026

FINANCIAL

\$35M Overall – trending to \$32M

ARCHITECT

Bray Architects

CONSTRUCTION

C.D. Smith Construction



WISCONSIN MUSEUM OF NATURE & CULTURE

FUTURE MUSEUM

Located on 2.4-acres in the Haymarket neighborhood, adjacent the city's Deer District, the Future Museum will be the largest cultural project in Wisconsin's history. Following abatement and demolition of several existing buildings, an approx. 200,000 SF, five-story building will house an open atrium gathering space, four floors of exhibits, two gardens (one rooftop) and a butterfly vivarium. A parking structure and offset collections storage are also planned.

MC Group is helping to guide the Museum through each milestone necessary to secure funding through multiple sources, including State, County and private funding. The funding process also includes pursuit of other public funding sources such as brownfield funding and New Market Tax Credit allocations.

SERVICES

- Preconstruction Services/Oversight
- Bidding/GMP/Total Project Budget Mgmt
- Project Scope Validation
- Construction Administration/Oversight
- Project Financial Management
- Project Management of Owner's FFE
- Project Close-out/Oversight

INDUSTRY

Cultural, Educational

YEAR

2022-Ongoing

FINANCIAL

\$240M Overall

ARCHITECT

Kahler Slater/Ennead

CONSTRUCTION

Mortenson

PROJECT ELEMENTS

✓	Collaborative Team Approach	✓	Tax-Exempt	✓	Multiple Building/Phases	✓	Demolition/Abatement
✓	Multiple Funding Sources	✓	City of Milwaukee	✓	Community Engagement	✓	High Profile/ Public Project



MILWAUKEE REGIONAL MEDICAL CENTER

REDEVELOPMENT PHASES 1 THRU 3

The Milwaukee Regional Medical Center (MRMC) project encompasses a series of projects, the majority of which are west of 92nd St, north of Wisconsin Avenue, east of 141 and south of Watertown Plank road, consisting of approximately 80 acres. The current projects consist of mass grading across the 80 acres with relocation of removed materials on site, roadway design, installation of underground infrastructure and construction of 0.35 miles of 95th Street, 0.26 miles of Doyne Extension, 0.12 miles reconstruction of 92nd Street, the driveway relocation of Kathy's House, surface parking lot construction and retention pond expansion. The project budget is approximately \$54M and the Owner's Representative project duration is 30 months.

The role of MC Group on this project is to serve as MRMC's principal point of contact and liaison between the Engineer, CM and MRMC's Consultants throughout the project. MC Group monitors and ensures quality, timely and cost-sensitive design and construction while maintaining professional relationships with all parties. MC Group is also responsible for monitoring, reporting and identifying discrepancies in the budget or schedule and provide early warning of problems that may affect either, as well as reviewing Applications for Payment, invoices and Change Orders, making recommendations to MRMC.

SERVICES

- Team Selection
- Preconstruction Services/Oversight
- Bidding/GMP/Total Project Budget Development
- Construction Administration/Oversight
- Project Financial Management
- Project Management of Owner's FFE

INDUSTRY

Community, Medical

YEAR

2022-Ongoing

FINANCIAL

\$100M Overall

ENGINEER

Graef

CONSTRUCTION

Walbec

PROJECT ELEMENTS

✓	Collaborative Team Approach	✓	Tax-Exempt	✓	Occupied Campus	✓	Demolition/Abatement
✓	Multiple Project Phases	✓	City of Milwaukee	✓	Community Engagement	✓	Environmentally Contaminated Properties





MILWAUKEE REGIONAL MEDICAL CENTER

THERMAL ENERGY PLANT & DISTRIBUTION SYSTEMS

In 2014 the members of MRMC formed MRMC-Thermal with the intent to purchase, expand, upgrade, and operate the centralized plant. On 4/21/2016 MRMC Thermal closed on the property and proceeded with the major upgrades and expansion projects with the goal of increasing reliability, redundancy, and increased efficiency.

The high-risk nature of the business plan, and no ability to fund budget overages, prompted MRMC to engage Ric Miller's support. Ric was able to work with Bob Mlynarek to guide the project budget back into alignment. Throughout the course of the project, with detail monitoring and forecasting, the project was able to use significant budget savings to re-invest those dollars into additional system improvements.

The overall budget supported three projects including a temporary boiler plan, and conversion of the main plan from coal to natural gas while adding n+ 1 redundancy. The third project focused on distributing chilled water and steam to multiple landowners and tenants throughout the MRMC Campus. The 36" and 48" pipelines crossed Watertown Plank Road, a major thoroughfare providing access to US Hwy 41. From there, the pipelines had to be distributed throughout the campus to multiple end users, running parallel and crossing multiple campus roadways. Ric coordinated and communicated with the project's CMGC and MRMC Campus' Mark Geronime daily to ensure the project phasing, utility coordination, and pedestrian and vehicle traffic management prevented any impacts to the busiest campus in the Milwaukee regional area.

PROJECT ELEMENTS

✓	Collaborative Team Approach	✓	Tax-Exempt	✓	Occupied Campus	✓	Multiple Project Phases
✓	Multiple Funding Sources	✓	Community Engagement	✓	Utilities	✓	Multiple Municipalities

SERVICES

- Team Selection
- Preconstruction Services/Oversight
- Bidding/GMP/Total Project Budget Development
- Construction Administration/Oversight
- Project Financial Management
- Project Management of Owner's FFE
- Project Closeout Oversight
- Oversight of CMGC Contracting

INDUSTRY

Community, Medical

YEAR

2018

FINANCIAL

\$246M

ENGINEER

Burns & McDonnell Engineering
Company, Inc.

CONSTRUCTION

Boldt



WEST BEND SCHOOL DISTRICT

2012 Referendum Projects: Silverbrook Middle School Addition and Green Tree Elementary School Renovations

The 2012-approved \$22.8M referendum encompassed a 180,000 SF new addition to the Silverbrook Middle School providing the students a new food servery and cafeteria, and a new gym and classrooms. Renovations were performed at Green Tree Elementary. The work was necessary to support the District's realignment strategy based on changing student enrollment.

Point of interest: the hallways included decorative patterns that replicated streams and brooks in celebration of the name of the school and indigenous surroundings.



PROJECT ELEMENTS

✓	Collaborative Team Approach	✓	Tax-Exempt	✓	Occupied Campus	✓	Multiple Project Phases
✓	Demolition/Abatement	✓	Community Engagement	✓	Municipal Project	✓	Public Project Communications

SERVICES

- Team Selection
- Preconstruction Services/Oversight
- Bidding/GMP/Total Project Budget Development
- Construction Administration/Oversight
- Project Financial Management
- Project Management of Owner's FFE

INDUSTRY

Community, Education

YEAR

2015

FINANCIAL

\$22.8M Overall

ARCHITECT

Eppstein Uhen Architects

CONSTRUCTION

VJS Construction Services



WEST BEND SCHOOL DISTRICT

2009 Referendum Project: Badger Middle School

The 2009-approved \$27.4M referendum encompassed much-needed improvements at Badger Middle School including partial demolition of the outdated facility which was beyond its useful-life. A 125,000 SF building addition included new modern classrooms, and renovations to existing spaces provided new safe and secure building entries. MC Group represented the District from referendum approval through occupancy.

Point of interest: Some historic architectural elements were salvaged from the original 1925 West Bend high school and incorporated into this new construction as a means of preserving the original community historical importance.



PROJECT ELEMENTS

✓	Collaborative Team Approach	✓	Tax-Exempt	✓	Occupied Campus	✓	Multiple Project Phases
✓	Demolition/Abatement	✓	Community Engagement	✓	Municipal Project	✓	Public Project Communications

SERVICES

- Team Selection
- Preconstruction Services/Oversight
- Bidding/GMP/Total Project Budget Development
- Construction Administration/Oversight
- Project Financial Management
- Project Management of Owner's FFE

INDUSTRY

Community, Education

YEAR

2009

FINANCIAL

\$27.4M Overall

ARCHITECT

Zimmerman Architectural Studios

CONSTRUCTION

VJS Construction Services



MENOMONEE FALLS SCHOOL DISTRICT

DISTRICT WIDE EXPANSION/IMPROVEMENTS

The scope of this project included extensive capital improvements and upgrades throughout multiple facilities including the Valley View Elementary School, Shady Lane Elementary School, North Middle School, and Menomonee Falls High School. The referendum included a plethora of capital improvements, facilities upgrades, the mass demolition of an outdated facility, 128 individual projects at 5 different locations within the district. Individual cost tracking and management were developed for each group of projects under the overall referendum.

SERVICES

- Team Selection
- Preconstruction Services/Oversight
- Bidding/GMP/Total Project Budget Development
- Construction Administration/Oversight
- Project Financial Management
- Project Management of Owner's FFE

INDUSTRY

Community, Education

YEAR

2018

FINANCIAL

\$37.2M Overall

ARCHITECT

Eppstein Uhen Architects

CONSTRUCTION

VJS Construction Services

PROJECT ELEMENTS

✓	Collaborative Team Approach	✓	Tax-Exempt	✓	Occupied Campus	✓	Multiple Project Phases
✓	Multiple Funding Sources	✓	Community Engagement	✓	Municipal Project	✓	Demolition/Abatement

ADDITIONAL PROJECT EXPERIENCE

In addition to the highlighted representative projects on the previous pages, below are additional project examples completed by MC Group team members that further demonstrate our expertise and experience related to the Village of Germantown Police Department project.



FROEDTERT HEALTH

SOUTHEAST CAMPUS: CANCER CENTER, CFAC & PARKING

\$0.5 billion development of the southeast corner of their campus, including the state-of-the-art cancer care center and 12-story Center for Advanced Care (CFAC), constructed to house medical services to support efficient care coordination for specialized medical services including cardiac, transplant, surgical and interventional care.

COLLABORATIVE TEAM | LOCAL PROJECT | TAX EXEMPT | URBAN SITE | DEI MONITORING
DEMOLITION/ABATEMENT | HIGH PROFILE/PUBLIC PROJECT | COMMUNITY ENGAGEMENT
SUSTAINABLE BUILDING SYSTEMS | NEW SITE DEVELOPMENT



CHILDREN'S WISCONSIN

MILWAUKEE CAMPUS IMPROVEMENT: SURGERY, CRAIG YABUKI TOWER, CENTRAL GENERATOR & SKYWALK BUILDINGS

\$385 million redevelopment of the Milwaukee Children's campus, including the 155,000 sf state-of-the-art Emergency Department, the 6-story, 237,000 sf Craig Yabuki Tower which houses ambulatory clinical services, and an 83,000 SF complete renovation-in-place of the existing surgical platform.

COLLABORATIVE TEAM | LOCAL PROJECT | TAX EXEMPT | URBAN SITE | DEI MONITORING
DEMOLITION/ABATEMENT | HIGH PROFILE/PUBLIC PROJECT | COMMUNITY ENGAGEMENT
SUSTAINABLE BUILDING SYSTEMS | NEW SITE DEVELOPMENT



CEDAR COMMUNITY

THE LOFTS AT CEDAR LAKE

\$35 million development of the Lofts at Cedar Lake within the Cedar Community senior living campus on the shores Big Cedar Lake in West Bend WI. Construction progressed through phases to minimized disruptions and to allow a phased lease/occupancy program all while working on an active campus and within the 24/7 occupied main facility.

COLLABORATIVE TEAM | LOCAL PROJECT | PROPERTY DEVELOPMENT | TAX-EXEMPT |
MULTIPLE FUNDING SOURCES | OCCUPIED CAMPUS | COMMUNITY ENGAGEMENT



WEST BEND MUTUAL INSURANCE

NEW CORPORATE HEADQUARTERS & UPDATES

\$73 million development, this 210,000-square-foot corporate headquarters expansion included open office areas, private offices, conference and meeting rooms. The project also included a kitchen and serving area, a fitness center as well as extensive remodeling of their existing facility including doubling the size of their existing data center.

COLLABORATIVE TEAM | LOCAL PROJECT | DEMOLITION/ABATEMENT | COMMUNITY ENGAGEMENT
SUSTAINABLE BUILDING SYSTEMS | OCCUPIED CAMPUS



E-ONE, INC.

PLANT 4 MANUFACTURING EXPANSION

\$23.5 million expansion of their manufacturing plant that manufactures fire apparatus and emergency vehicles. This 4-phase project adds over 75,000 sf to their current operations in order to meet the growing industry demands by increasing production by 35%. Project is in construction and scheduled to complete by first quarter of 2027.

COLLABORATIVE TEAM | PUBLIC SAFETY INDUSTRY | DEMOLITION/ABATEMENT | COMMUNITY ENGAGEMENT
ACCELERATED SCHEDULE | OCCUPIED CAMPUS

ADDITIONAL PROJECT EXPERIENCE

In addition to the highlighted representative projects on the previous pages, below are additional project examples completed by MC Group team members that further demonstrate our expertise and experience related to the Village of Germantown Police Department project.



SPARTAN EMERGENCY RESPONSE

MANUFACTURING PLANT EXPANSION

A \$20 million expansion of their manufacturing plant that manufactures fire apparatus and emergency vehicles. This multi-phase project adds nearly 56,000 sf to their current operations in order to meet the growing industry demands by increasing production by 40%. The Project is in construction and scheduled to complete in less than a year.

COLLABORATIVE TEAM | PUBLIC SAFETY INDUSTRY | DEMOLITION/ABATEMENT | COMMUNITY ENGAGEMENT
ACCELERATED SCHEDULE | OCCUPIED CAMPUS



WISCONSIN ENERGY INSTITUTE

Wisconsin Energy Institute is a new 107,000 SF research and education facility located in the heart of the science and technology campus at UW-Madison. The building, opened in 2012, is LEED Gold Certified and uses 52% less than energy code minimum, while supporting essential research that is focusing on moving the world toward clean energy systems and solutions.

COLLABORATIVE TEAM APPROACH | STATE OF WI FUNDING AND PAY REQUESTS | TAX-EXEMPT | DEI MONITORING NEW SITE DEVELOPMENT/ENTITLEMENTS | COMMUNITY ENGAGEMENT • URBAN SITE | LOCAL PROJECT | HIGH PROFILE/PUBLIC PROJECT



CITY OF FITCHBURG LIBRARY

The City of Fitchburg developed the new two-story, 36,000 SF building to house their 60,000 item collection and serve their growing community well into the future. The LEED Gold certified building was funded by both public funding and through a Capital Campaign lead by the Friends of Fitchburg Library.

COLLABORATIVE TEAM APPROACH | TAX-EXEMPT | NEW SITE DEVELOPMENT/ENTITLEMENTS
COMMUNITY ENGAGEMENT | HIGH PROFILE/PUBLIC PROJECT



MADISON CENTRAL LIBRARY

The Madison Public Library is a 120,000 SF redevelopment of the existing 45-year-old building in the heart of downtown. The new building, opening in 2013, was completely transformed, stripping down to the structure and adding a vertical expansion to provide a user-centric environment that also serves as a community destination and enhances Madison's cultural offerings.

COLLABORATIVE TEAM APPROACH | TAX-EXEMPT | COMMUNITY ENGAGEMENT | URBAN SITE | HIGH PROFILE/PUBLIC PROJECT



UNITED COMMUNITY CENTER

NEW CONSTRUCTION FOR EARLY LEARNING ACADEMY

\$12.1 million, new 3-story, 34,300 SF, Early Learning Academy serving infants to 3K. The building consists of (17) classrooms, multi-purpose room, indoor and outdoor playground areas, and kitchen. Included the razing of (7) houses and a daycare building, phase II environmental study, asbestos abatement, utility disconnects and relocates, and soil testing for the new Early Learning Academy building.

COLLABORATIVE TEAM | CITY OF MILWAUKEE | PROPERTY DEVELOPMENT | TAX-EXEMPT |
MULTIPLE FUNDING SOURCES | OCCUPIED CAMPUS | COMMUNITY ENGAGEMENT

MC GROUP REFERENCE



May 20, 2026

To Whom It May Concern,

It is my understanding that the Village of Germantown is considering hiring MC Group to act as the Village's Owners Representative for a construction project on a new Police Building. The City of Port Washington will be concluding a similar project in the next couple of months. I am writing this letter to recommend using MC Group for your project as well.

MC Group served as the Owner's Representative for the Port Washington Public Safety Building project and was an important part of keeping the project organized, moving forward, and aligned with the City's goals throughout design and construction.

Their team communicated effectively with all parties involved in the project, from the City Staff to the general contractors, as well as subcontractors and other vendors needed to make the project a success, and did a great job coordinating between City, the design team, contractors, and end users.

They were responsive when issues came up and worked to resolve concerns quickly before they became larger problems impacting budget or schedule. MC Group also demonstrated a strong understanding of the operational needs and security considerations associated with public safety facilities. They understood the importance of balancing construction requirements with the day-to-day operational needs of police and emergency services personnel. Throughout the project, MC Group provided consistent oversight related to schedule, budget, procurement, and construction coordination while maintaining a professional and collaborative approach.

Because of MC Group's involvement in the project, and the amount of work, follow up and coordination they provided, more time than I can estimate was saved for City Police and Fire command personnel to work on other department business or to really research key aspects of construction and wants. They truly took much of the workload off of city staff, and made the whole experience less stressful, and more efficient than, in my opinion, it would have otherwise been. I am happy to say that they were integral to the project completing on time and under budget.

Based on our experience, I would strongly recommend MC Group for similar public safety and municipal facility projects.

Please feel free to contact me if you would like to discuss our experience further.

Sincerely,

Craig Czarnecki, Captain of Police
262-284-8922
cczarnecki@portwashingtonwi.gov

SECTION 4

Project Approach

"Ric and his team brought overarching leadership and expertise in managing the entire process from initial planning and smart budget planning through design, construction and occupancy. They brought a calm, calculated and steady hand to the complexities of our facilities initiatives."

Sue Smith | President, Nativity Jesuit Academy

PROJECT UNDERSTANDING

MC Group understands the Village of Germantown is undertaking the development of a new Police Department facility at N122W17177 Fond du Lac Avenue in Germantown, Wisconsin, on the site of the former Department of Public Works (DPW) facility. The project also includes utility infrastructure sanitary sewer and water main extensions that will be overseen by the Village Engineer.

The Village's goal is to deliver a modern, purpose-built public safety facility that supports current operational needs while accommodating future growth, evolving service demands, and modern law enforcement best practices. The facility is anticipated to include specialized public safety components such as a live-fire indoor training range, secure evidence storage, sallyport operations, emergency operations space, and integrated security and technology systems requiring careful coordination throughout design and construction.

The Village has selected the Architectural/Engineering (A/E) team and is in the process of selecting the Construction Manager at Risk (CMAR). MC Group will complete the team roster as Owner's Representative to serve as the Village's advocate by providing project leadership, coordination, budget oversight, schedule management, and strategic guidance necessary to support successful project delivery below the Village's established \$35 million Total Project Budget.

Drawing from MC Group's experience supporting complex public safety projects, including the Port Washington Public Safety Building that combines both police and fire department operations within a single facility, we understand the operational and security challenges associated with modern law enforcement and emergency services facilities. We recognize the importance of balancing operational requirements, security considerations, constructability, budget constraints, and long-term functionality throughout the planning and construction process.

MC Group will function as an extension to the Department's staff and to the Village's leaders while always acting in the best interest of the Owner without conflicting interests. We will bring our extensive experience, knowledge, processes and tools to guide the Project Team to successful outcomes by all measures.

OWNER'S REPRESENTATIVE BENEFITS



YOU HAVE ENOUGH TO LEAD. WE HANDLE THE REST.

A Police Chief shouldn't have to be a construction manager, contract administrator, budget analyst, and project coordinator.
THAT'S WHERE WE COME IN.



WE KEEP THINGS MOVING AND PROBLEMS FROM GROWING.

We organize decisions, coordinate the moving parts, identify issues early, review costs and change orders, and keep communication flowing between the architect, contractor, Village staff, and user groups—so priorities never get lost.



WE PROTECT WHAT MATTERS. OPERATIONAL SUCCESS.

For public safety facilities, details matter. From evidence storage and sallyports to emergency operations and security systems, small missteps in design or construction can have big operational consequences.



FOCUSED ON EFFICIENCY. ALIGNED ON RESULTS.

The CMAR builds the project. We make sure it's the right project, delivered the right way—efficiently, on budget, and aligned with the operational needs of your Police Department.



BETTER TOGETHER. STRONGER OUTCOMES.

The best projects happen when the CMAR and Owner's Representative work collaboratively—with clearly different roles and a shared mission.

PROJECT APPROACH

Our approach is focused on efficiency, cost-effectiveness, and collaboration with your team and all project stakeholders, ensuring a streamlined process and successful project delivery. Based on our extensive experience from preconstruction to construction management and project oversight, we have developed a scope of services tailored specifically to meet the needs of your projects while avoiding duplication of efforts with the Architect and CMAR. Our goal is to work seamlessly with the Village of Germantown's project team, leveraging our expertise to add value and support the successful completion of the project.



Our Project Approach, how we intend to work with your team, and outlined services is comprehensive to the services outlined and requested in your RFP.

PROJECT PHASING & KEY OUTCOMES

We have organized our approach and services by each phase of your project as was organized in your RFP and offer our estimate on duration of each phase along with the key outcomes by phase. While the Pre-Design phase only represents 25% of the overall project duration, you will see how critical the outcomes of this phase are to the successful delivery and activation of your project. We are anxious to join forces with your team to integrate our plans and execute to achieve the Village of Germantown for the future.



PHASE 1: DESIGN & PRE-CONSTRUCTION

- Engagement and execution of due diligence to support the project development
- Review and alignment of AE and CM contracts
- Planning & Schedule development
- Budget development, validation & designing to target budget
- Aligned Project governance and decision-making
- Design deliverables review with users
- Cost estimating and project options review
- Equipment layout and procurement plan

PHASE 2: BIDDING & PROCUREMENT

- Disruption avoidance and site utilization planning
- Permitting and AHJ approvals
- Deliver complete and transparent bids that inform the final GMP
- GMP establishment and contracts

PHASE 3: CONSTRUCTION PHASE

- Budget and schedule management
- Pay application review and approvals
- Change management with Owner team
- On-site status review and observations
- Owner systems coordination
- Activation planning and support

PHASE 4: OCCUPANCY & CLOSE-OUT

- Occupancy permitting and approvals
- Activation and move execution
- Customer training and commissioning
- Project closeout documentation and warranties
- Project costs and contract close-out

PHASE 1: DESIGN & PRE-CONSTRUCTION PHASE

1 Conduct "Kick-Off" Meeting

Meet with Village representatives, A/E team, CMAR, and key stakeholders to confirm project goals, operational priorities, communication protocols, reporting expectations, decision-making processes, and project success criteria. Establish meeting cadence, information flow, and project coordination procedures.

2 Review Existing Project Information & Due Diligence

Review available project documentation, studies, planning materials, contracts, and due diligence efforts to understand project status, accomplishments, risks, and immediate action items. Evaluate needs related to surveys, geotechnical work, utilities, environmental matters, permitting, and validation of specialized public safety design requirements including the live-fire range, IT/security systems, and specialized HVAC systems.

Determine what imminent planning resources may be necessary to engage to further advance the due diligence and planning phases of the project.

3 Review Architect / Engineer Agreement

Review the A/E agreement and provide recommendations regarding scope alignment, deliverables, responsibilities, project controls, and potential clarifications or amendments supporting the Village's interests.

4 Review CMAR Agreement

Review the CMAR agreement and provide observations and recommendations regarding contract terms, risk allocation, project controls, procurement requirements, GMP development, and overall contractual alignment with project goals.

5 Support Land Acquisition & Entitlement Activities

Because the Fond du Lac Avenue site is already owned by the Village and zoned Institutional, MC Group will assist the Village with remaining site due diligence, permitting, utility extensions, and closing-related activities as necessary to support timely project advancement.

6 Develop Master Project Schedule

Develop and maintain an integrated Master Project Schedule encompassing planning, design, permitting, procurement, construction, commissioning, and occupancy milestones. Monitor schedule risks, long-lead procurement items, phasing requirements, and critical path activities supporting the targeted 2028 occupancy.

7 Develop & Maintain the Total Project Budget

Establish and maintain a comprehensive Total Project Budget and project cost tracking system inclusive of construction costs, owner-direct costs, soft costs, contingencies, escalation, and forecasted exposures. Total Project Budget includes Construction Costs, Design and Management Fees, Soft Costs, Owner's Equipment, Appliances, Furniture and Furnishings, IT/Phone Systems, Audio Visual Systems, Security Systems, Signage & Graphics and other Owner procured items necessary to deliver a completed project.

8 Establish Project Meetings & Reporting Structure

Establish regular coordination meetings, agendas, action item tracking, reporting responsibilities, and project controls necessary to monitor progress, drive accountability, and support timely decision-making.

PHASE 1: DESIGN & PRE-CONSTRUCTION PHASE (continued)

9 Manage Design Phase Planning & Coordination

Coordinate progression through schematic design, design development, and construction document phases by establishing design schedules, milestones, deliverables, and decision points aligned with project goals, budget, and schedule.

10 Review Design Progress & Cost Estimating

Coordinate and audit CMAR cost estimates at established design milestones to ensure the project is consistently "designed to budget" rather than "priced to completed design". Review estimates, identify cost drivers, evaluate value management opportunities, and protect operational requirements.

11 Manage Approvals & Permitting Strategy

Coordinate with the project team to develop and maintain a comprehensive approvals, permitting, and regulatory compliance schedule supporting uninterrupted project progression.

12 Establish Design Milestones & Deliverables

Facilitate planning and design meetings, establish milestone deliverables, and monitor completion of project objectives within the approved overall schedule.

13 Evaluate Energy & Operational Efficiency Opportunities

Review Focus on Energy opportunities, sustainability measures, value engineering concepts, operational efficiencies, and lifecycle considerations supporting long-term facility performance.

14 Develop Owner-Direct Cost Estimates

Coordinate development of cost estimates for owner-direct project categories including IT, security, AV, FF&E, kitchen equipment, specialty systems, and other non-construction costs for inclusion in total project budget reporting.

15 Maintain Project Cost Tracking & Reporting

Maintain MC Group's Total Project Cost Status Report (TPCSR) and related cost logs to provide current, comprehensive, and audit-ready financial tracking throughout the project.

MANAGING PROJECT TIME



- Establish key project milestones and keep in clear focus with entire Project Team
- Assure Project Team commitments through collaborative planning and understanding of each stakeholders needs to succeed
- Assess time and schedule impacts with all project changes
- 6-week look ahead schedules essential to day-to-day planning
- Regular schedule updates throughout project



PHASE 2: BIDDING & PROCUREMENT PHASE

16 Review Procurement & Bid Strategy

Review CMAR subcontractor procurement strategy, trade package structure, invited bidder lists, bid coverage, and budget allocations by trade division. Support compliance with municipal procurement requirements, Wisconsin statutes, and Village priorities related to local or M/WBE participation if applicable.

Align the current overall budget values by bid division so that each bid division has an established budget that is consistent with the scope included within each bid division solicitation.

17 Monitor Trade Bidding Process

Monitor subcontractor bidding activities to promote competitive pricing, adequate bid participation, fair procurement practices, and alignment between bid results and project budget objectives.

18 Support Bid Documentation & Selection Process

Assist in documenting bid results, post-bid scope reviews, recommendation summaries, budget variances, and contractor selection activities for trade packages and procurement decisions.

19 Support GMP Development & Review

Assist in development and review of the Guaranteed Maximum Price including schedule of values, bid tabulations, allowances, contingencies, general conditions, exclusions, qualifications, contract documents, and schedule assumptions. The GMP Amendment and associated exhibits are critical to enforcement of the CMAR's obligations and compliance to the many business terms.

20 Monitor Schedule, Phasing & Constructability

Review schedule sequencing, construction phasing, logistics, and constructability considerations to maintain alignment with project goals, operational requirements, and late 2028 occupancy target.

21 Review Safety, Site Logistics & Disruption Avoidance Plans

Review CMAR safety plans, site utilization plans, logistics strategies, and disruption mitigation procedures to confirm adequate planning for project execution.

MANAGING PROJECT COSTS

Financial management is essential in the success of any project. MC Group has been a leader in developing simple yet proven proprietary financial systems and processes.

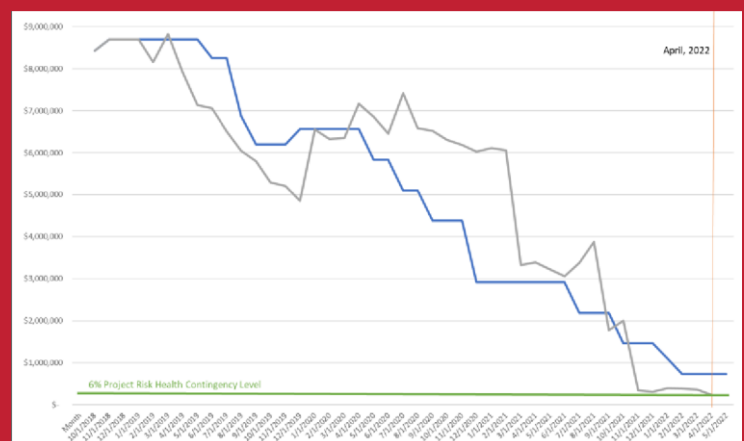
We work closely with the Project Team – especially your Construction Manager – to proactively understand costs, mitigate risks, and forecast the overall budget effectively to support the Village of Germantown.



Key elements of our approach include the following:

- Real-time cost tracking and forecasting in the TPCSR
- Regular Change Management meetings with the CM and Owner to review potential risks and resolve cost impacts fair and reasonably
- Cost Event Log updated regularly to include approved and anticipated cost issues
- Rigorous Pay Application review to assure all costs are in accordance with contract terms
- Contingency Waterfall to understand the overall financial Project Health

Contingency Waterfall



PHASE 3: CONSTRUCTION PHASE

22 Manage Project Communications

Facilitate project communications and information management among the Village, A/E team, CMAR, vendors, and stakeholders to support efficient coordination and issue resolution.

23 Construction Observation & Progress Monitoring

Attend progress meetings and conduct regular site visits to monitor schedule performance, construction progress, quality of workmanship, and compliance with approved plans, specifications, and high-security operational requirements.

24 Facilitate Issue & Dispute Resolution

Assist the project team in proactively identifying, managing, and resolving project issues, conflicts, and disputes before they negatively impact budget, schedule, or project relationships.

25 Maintain Construction Cost Controls

Continue maintaining project cost reports, forecasts, commitments, and financial summaries. Review and recommend action on pay applications, budget transfers, contingencies, and other project financial matters. Review, log and document all cost commitments and invoices in an accurate, comprehensive and contemporaneous manner allowing for real time reporting and accurate cost projections.

26 Review Change Orders & Claims

Review, evaluate, negotiate, and recommend disposition of change orders and budget transfers, claims, and related financial adjustments in coordination with Village representatives.

27 Provide Weekly Project Reporting

Provide concise weekly project updates summarizing completed activities, upcoming milestones, schedule status, budget considerations, and emerging issues.

28 Provide Executive Reporting

Provide monthly executive reporting to Village leadership and governing bodies summarizing schedule, budget, procurement status, project progress, open issues, and photographic documentation as appropriate. Present in-person at Village Public Meetings.

29 Review Contractor Pay Applications

Review contractor pay applications and supporting documentation to verify compliance with contract requirements, project progress, approved changes, and applicable billing procedures. Record findings on the monthly generated Pay Application Review Forms. Track open observations until mutually resolved.

30 Coordinate Owner-Direct Procurement Activities

Assist the Village in planning, procurement coordination, scheduling, and integration of owner-direct systems, equipment, furnishings, technology, and specialty operational items. It is critical to begin planning these various systems early in the design phase so that architecturally significant elements are properly accommodated, and systems installation is ready and progresses sequentially and on time during construction.

PHASE 4: OCCUPANCY & CLOSE-OUT PHASE

31 Provide Occupancy / Activation Guidance

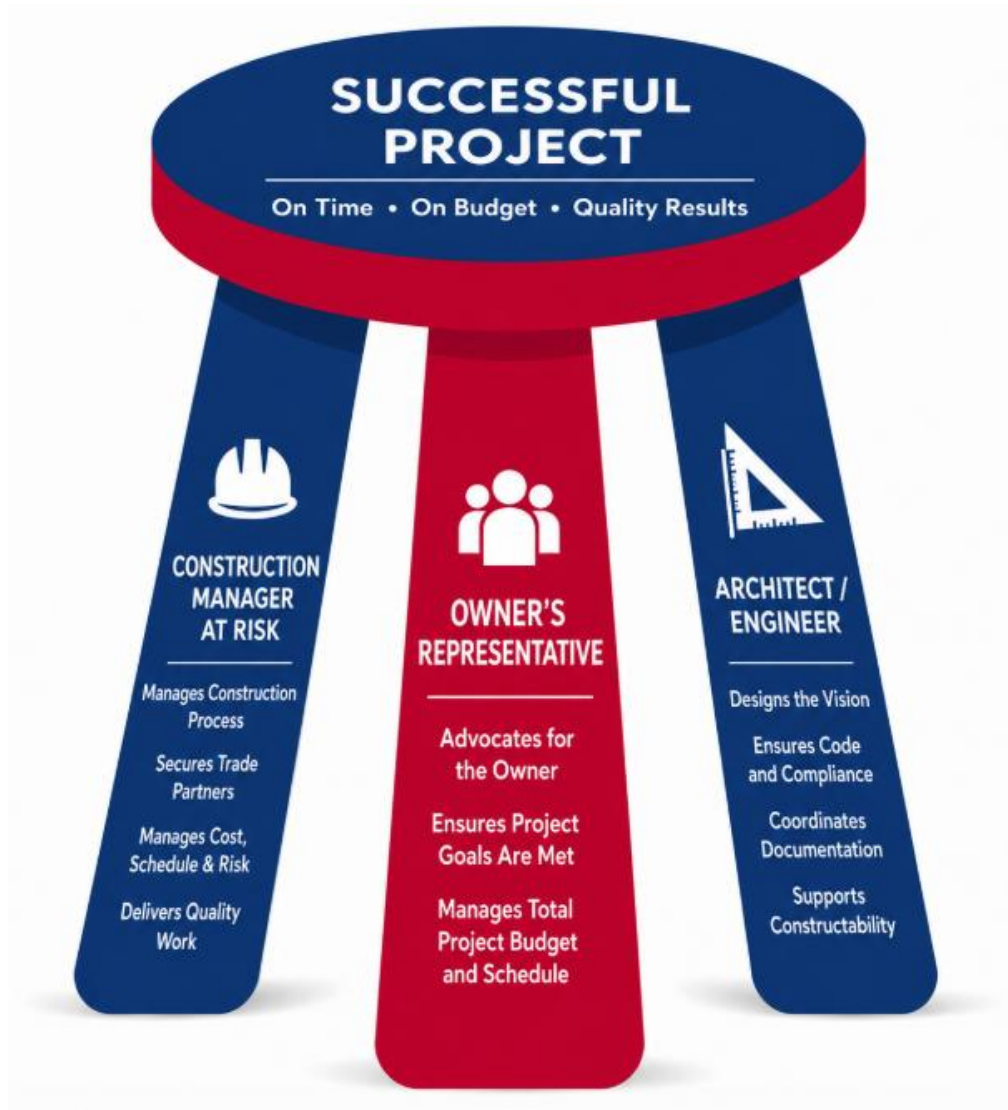
Provide general advisory support regarding occupancy, activation, and move planning coordination. Assist Owner's designated representatives in their planning and implementation of the related activities. Implementation of the pre-move and move services are assumed to be by Department internally designated individuals. MC Group can take on select tasks as specifically requested as an additional service if directed.

32 Manage Project Close-Out & Commissioning Support

Coordinate project close-out activities performed by designated and responsible parties including punch lists, commissioning, training, final documentation, warranty turnover, financial close-out, and testing of critical systems including security systems, evidence storage controls, range ventilation, and other specialized operational components.

33 Post-Occupancy Support

Remain available to assist the Village in addressing issues arising during transition, occupancy, warranty, and early operational periods.



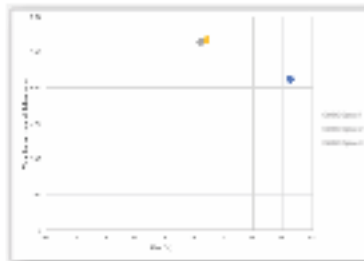
PROJECT TOOLS

The following are samples of project tools that MC Group uses to track, measure, manage and achieve success. These tools drive timely decision making, ensure budget accountability, and make sure there are no surprises.

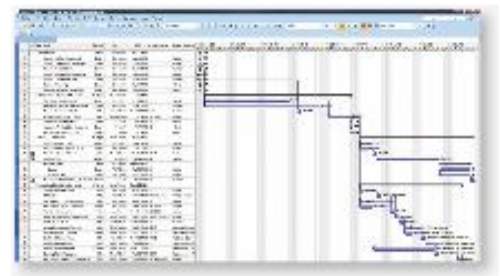
Communication to internal and external stakeholders is also key to successful outcomes. These tools use collaborative processes to draw out critical data and present it in a clear, concise and logical manner that produces confidence in the process and its outcomes.

Choosing by Advantage (CBA)
Decision Matrix

CBA Weighting
Data Driven Selections



Project Schedule Management



Pull Planning
Schedule Mapping



Total Project Cost Summary
Report/Cost Management



Monthly/Weekly Reports



Contingency Waterfall
Financial Risk Management



Pay Application and
Invoice Reviews



A3 One-Page Analyses
Weighing Options vs. Priorities



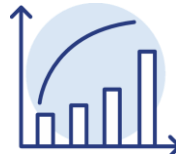
ADDED VALUE

MC Group has many examples of how we bring added value to our Owner's every day as part of our services, and they are supported by the key things we bring as a steward of your project. At the heart of our ability to drive value into all of our projects includes the following attributes.



Expert Owner's Representation Services

We provide Owner's Representation Services, and that's all that we do. We aren't real estate developers that provide Owner's Representation Services on the side as fill in work. We aren't a construction firm that dabbles in Owner's Representation Services. We only provide Owner's Representation Services and we do it very well.



Proven Track Record in Southeastern Wisconsin

MC Group has been serving some of the most notable clients in Southeast Wisconsin for the past 25 years. No other firm has been providing Owner's Representation Services in this region as long as we have.



Extensive Market Experience and Expertise

MC Group has extensive experience in public institutional projects. We know how to manage and how to communicate to all stakeholders and interested parties in a professional manner that always represents you, our client.



Effective Leader in Projects

MC Group is the Owner's Representative Services leader in this market. We've developed specific management systems and tools that guide the project team through the project journey to success. The MC Group systems and tools have been developed, honed, time-tested and proven to be highly effective.



Unparalleled Executive Experience

MC Group has a team of executive-level resources that have worked in this industry and market for a collective of 100+ years. This depth of experience provides our clients with advice and guidance that has proven results in achieving client goals.



Ready to Jumpstart Your Project

MC Group is highly interested in joining your team for this challenging and important project. We're ready to go, our project approach is ready to execute immediately.

SECTION 5

Compensation

"I want to express a thank you to you and the MC Group in helping us plan and implement our new Distribution Center facility in Germantown. Throughout the entire project there was a high degree of security knowing that the MC Group was protecting our business in all dealings with the general contractor and architect. I look forward to working with you again."

Jeff Stawicki | Senior Director, Distribution Operations & Logistics
Airgas

OWNER REPRESENTATION SERVICES COMPENSATION

Project Phases & Fee Estimate

In accordance with the RFP we offer the following proposed lump sum fees organized by project phase. We have estimated the likely durations based on information provided in the RFP. Fee amount will be subject to adjustments, credits or adds based on the actual schedule that is developed by the Project Team and accepted by Owner.

Phase 1: Design & Pre-Construction Phase			
🕒	Duration: 7 months	📅	Assumed Time Period: 6/1/2026 through 1/1/2027
✓	Lump Sum Fee for this phase:	7 months x \$8,970/month=	\$62,790
Phase 2: Bidding & Procurement Phase			
🕒	Duration: 2 months	📅	Assumed Time Period: 1/1/2027 through 3/1/2027
✓	Lump Sum Fee for this phase:	2 months x \$5,925/hour =	\$11,850
Phase 3: Construction Phase			
🕒	Duration: 14 months	📅	Assumed Time Period: 3/1/2027 through 4/1/2028
✓	Lump Sum Fee for this phase:	14 months x \$9,850/month=	\$137,900
Phase 4: Occupancy & Close-Out Phase			
🕒	Duration: 3 months	📅	Assumed Time Period: 4/1/2028 through 7/1/2028
✓	Lump Sum Fee for this phase:	3 months x \$8,000/month=	\$24,000
Total Proposed Fees:			\$236,540
(For reference – the proposed fee is 0.67% of the \$35M Project Budget)			
Estimated Expenses:			\$7,500

Standard reimbursable expenses which include mileage at the IRS rate and parking costs will be invoiced in addition to the hourly rate at cost times a multiplier of 1.0. Items such as phone/IT costs, office supplies, etc. are included within the hourly fee and therefore are not considered reimbursable expenses. Extraordinary expenses, such as overnight travel, outsourced document reproduction costs, etc. are not included and if pre-approved and incurred will be cause for adjustment of the above estimated fee amount.

Hourly Rates

We propose the following 2026 hourly rates which are inclusive of all costs except expenses as noted below which will be invoiced in addition to the fees. We are offering a 5% discount to our standard rates for a preferred client discount. The rates are subject to a 3.0% increase on the first of each year starting in 2027.

		Ric Miller, Principal-in-Charge Rate		Maura Riordan, Sr. Project Manager Rate		Christina Markham, Project Coordinator Rate
Standard Rate		\$244.43/hour		\$128.34/hour		\$97.86/hour
Proposed Rate	✓	\$232.21/hour	✓	\$216.92/hour	✓	\$92.97/hour

SECTION 6

Insurance

"Because of MC Group's involvement in the project, and the amount of work, follow up and coordination they provided, more time than I can estimate was saved for City Police and Fire command personnel to work on other department business or to really research key aspects of construction and wants. They truly took much of the workload off of city staff, and made the whole experience less stressful, and more efficient than, in my opinion, it would have otherwise been. I am happy to say that they were integral to the project completing on time and under budget.

Based on our experience, I would strongly recommend MC Group for similar public safety and municipal facility projects."

**Craig Czarnecki | Captain of Police
Port Washington Police Department**

MC GROUP INSURANCES



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 2/11/2026

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 R&R Insurance Services, Inc. P.O. Box 1610 Waukesha, WI 53187-1610		CONTACT NAME: Commercial Lines Client Care PHONE (A/C, No, Ext): (262)953-7235 FAX (A/C, No): (262)953-1306 E-MAIL ADDRESS: ClientCare@rrins.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Allmerica Financial Benefit Insurance	
		INSURER B: Hanover Insurance Group, The	
		INSURER C: HISCOX (Underwriters at Lloyd's, London)	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES
CERTIFICATE NUMBER: 753973

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	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			Z21D836238	02-20-2026	02-20-2027	EACH OCCURRENCE \$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 2,000,000
							GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COMP/OP AGG \$ Included
							Hired/Non-Owned Auto \$ Included
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			Z21D836238	02-20-2026	02-20-2027	EACH OCCURRENCE \$ 1,000,000
							AGGREGATE \$ 1,000,000
							\$
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	N/A	WZ1D836281	02-20-2026	02-20-2027	☒ PER STATUTE ☐ OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability / Errors & Omissions			ANE429152625	11-21-2025	11-21-2026	Limit 1,000,000

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

CERTIFICATE HOLDER
CANCELLATION

** FOR INFORMATION ONLY **

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



© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD





WHY MC GROUP?

- ✓ **25+ Years specializing in Owner's Representative services**
- ✓ **Experienced senior & executive level team, ready and available to start**
- ✓ **Well-established reputation for building consensus amongst stakeholders and fostering effective decision-making**
- ✓ **Proven success in delivering high-quality projects within established budgets**
- ✓ **Action-focused approach that drives projects to on time successful completion**

Personal Message from Ric Miller | MC Group

We are honored to be considered for this critical project, one that will be a major addition to this local community. With our decades of historical experience, stakeholder relationship building skills, and knowledge of the current project and schedule implications, we truly feel that our team is the most qualified and best choice for Betty Brinn Children's Museum. Our team looks forward to the next step in the process and the opportunity to develop a trusted partnership.

- ✓ **Over \$4 billion in successful projects**
- ✓ **Strong Commitment to Community Service**
- ✓ **Local, present and experienced in Wisconsin regional market**
- ✓ **Extensive experience with local AE and CM firms**
- ✓ **Competitive fee with minimal expenses**
- ✓ **A State of Wisconsin Women-Owned Business (WBE)**



M·C Group LLC
GUIDE. BUILD. SUCCEED.

OWNER REPRESENTATION SERVICES COMPENSATION

Project Phases & Fee Estimate (revised 5/27/2026)

In accordance with the RFP we offer the following proposed lump sum fees organized by project phase. We have estimated the likely durations based on information provided in the RFP. Fee amount will be subject to adjustments, credits or adds based on the actual schedule that is developed by the Project Team and accepted by Owner.

Phase 1: Design & Pre-Construction Phase			
	Duration: 7 months		Assumed Time Period: 6/1/2026 through 12/31/2026
	Lump Sum Fee for this phase:	7 months x \$8,970/month=	\$62,790
Phase 2: Bidding & Procurement Phase			
	Duration: 2 months		Assumed Time Period: 1/1/2027 through 2/28/2027
	Lump Sum Fee for this phase:	2 months x \$5,925/hour =	\$11,850
Phase 3: Construction Phase			
	Duration: 16 months		Assumed Time Period: 3/1/2027 through 6/30/2028
	Lump Sum Fee for this phase:	14 - 16 months x \$9,850/month, capped at =	\$137,900
Phase 4: Occupancy & Close-Out Phase			
	Duration: 3 months		Assumed Time Period: 7/1/2028 through 9/30/2028
	Lump Sum Fee for this phase:	3 months x \$8,000/month=	\$24,000
Total Proposed Fees:			\$236,540
(For reference – the proposed fee is 0.67% of the \$35M Project Budget)			
Estimated Expenses: (mileage at IRS rate):			\$2,500

Standard reimbursable expenses which include mileage at the IRS rate and parking costs will be invoiced in addition to the hourly rate at cost times a multiplier of 1.0. Items such as phone/IT costs, office supplies, etc. are included within the hourly fee and therefore are not considered reimbursable expenses. Extraordinary expenses, such as overnight travel, outsourced document reproduction costs, etc. are not included and if pre-approved and incurred will be cause for adjustment of the above estimated fee amount.

Hourly Rates

We propose the following 2026 hourly rates which are inclusive of all costs except expenses as noted below which will be invoiced in addition to the fees. We are offering a 5% discount to our standard rates for a preferred client discount. The rates are subject to a 3.0% increase on the first of each year starting in 2027.

		Ric Miller, Principal-in-Charge Rate		Maura Riordan, Sr. Project Manager Rate		Christina Markham, Project Coordinator Rate
Standard Rate		\$244.43/hour		\$128.34/hour		\$97.86/hour
Proposed Rate		\$232.21/hour		\$216.92/hour		\$92.97/hour

BUSINESS OF THE BUILDING CONSTRUCTION OVERSIGHT COMMITTEE

MEETING DATE: June 11, 2026

PLACEMENT: Action Item

ITEM TITLE: Construction Manager at Risk services related to the Police Facility project (DISCUSSION / ACTION)

SUBMITTED BY: Patrick Merten, Police Chief

SUMMARY EXPLANATION:

ATTACHMENT:

1. CMAR Summary Proposal
2. CG Schmidt
3. Kraus-Anderson
4. Moore Construction

STAFF RECOMMENDATION:

ACTION BY COMMITTEE:

**BUSINESS OF BUILDING CONSTRUCTION OVERSIGHT COMMITTEE
GERMANTOWN, WI**

MEETING DATE: June 11, 2026
AGENDA ITEM: Action
ITEM TITLE: Construction Manager at Risk for New Police Department
SUBMITTED BY: Chief Patrick Merten
SUMMARY EXPLANATION:

The Village has concurrently retained FGM Architects as the Architectural/Engineering (A/E) team to lead the design of the new Police Department facility. The selected Construction Manager at Risk (CMAR) will be integrated into the project team at the 30% Design Milestone to provide pre-construction services, cost estimating, scheduling assistance, and construction phase management.

The Village is also in the process of onboarding an Owner's Representative (OR) who will serve as the Village's primary advocate throughout the project. The OR will help ensure the project remains on schedule, within the approved budget, and meets the operational, security, and functional requirements of a modern law enforcement facility. Current preliminary cost estimates place the project at approximately \$34.5 million.

The Police Department Working Group issued a Request for Proposal (RFP) for CMAR services to six qualified firms. The Village received proposals from the following three firms:

- CG Schmidt
- Kraus-Anderson
- Moore Construction

The working group is currently reviewing and evaluating each proposal based on the following criteria:

- Relevant Experience – 5 points
- Project Team – 30 points
- Pre-Construction Approach – 20 points
- Schedule and Logistics – 15 points
- Fee Proposal – 10 points
- Safety and Quality Management – 10 points
- Interview – 10 points

The PD Working Group and Owner's Representative will conduct interviews with all three firms on June 17, 2026. Following the interviews, each firm will be scored and ranked on a 100-point scale. The committee will then provide a recommendation for CMAR selection to the Village Board for consideration and approval.

Thank you for your consideration of this request.

ATTACHMENT: ORDINANCE___ RESOLUTION___ OTHER X

RECOMMENDATION:

Recommendation for the PD Working Group to proceed with interviews on June 17, 2026, and, following completion of the evaluation process, to return to the Village Board with a recommendation for the selection of a Construction Manager at Risk (CMAR) for the Police Department facility project.

May 29, 2026

PROPOSAL FOR CONSTRUCTION MANAGER AT RISK (CMAR)

GERMANTOWN POLICE DEPARTMENT FACILITY CONSTRUCTION



Village of
Germantown
Wisconsin

fgma
FGMARCHITECTS

CGSchmidt

May 29, 2026



Chief Patrick Merten

Police Chief
Germantown Police Department
Village of Germantown
N112 W16877 Mequon Road
Germantown, WI 53022

Julie Barth

Administrative Assistant
Germantown Police Department
Village of Germantown
N112 W16877 Mequon Road
Germantown, WI 53022

Dear Chief Merten and Ms. Barth,

Thank you for the opportunity to submit CG Schmidt's qualifications to serve as Construction Manager at Risk for the new Germantown Police Department facility. We are honored that the Village recently selected CG Schmidt as CMAR for the Fire Station renovation project. As we begin working with Village leadership and staff on that important public safety investment, we appreciate the opportunity to continue building upon those relationships through this project.

Risk Management for a Highly Specialized Public Safety Facility

This facility is far more than a standard municipal building. Secure circulation, detention functions, evidence handling, tactical training, emergency operations, public access, and indoor live-fire training all must operate together within one highly coordinated environment. Successfully delivering a facility of this complexity requires disciplined planning, strong communication, and proactive coordination from the earliest stages of design.

Early Infrastructure & Site Risk Reduction

The project also presents significant infrastructure and site coordination challenges, including utility extensions, stormwater management, and subsurface conditions. CG Schmidt brings relevant experience managing complex site and infrastructure work throughout Southeastern Wisconsin, including projects involving challenging bedrock conditions and municipal utility coordination. That experience helps reduce uncertainty early and supports more reliable budgeting and scheduling throughout the project.

Transparent Municipal Partnership

Equally important, we understand the responsibility of guiding a transparent municipal process. As a CMaR with no self-perform work, CG Schmidt approaches this role entirely from the owner's perspective. Our responsibility is to provide open-book cost transparency, objective recommendations, competitive procurement, and clear communication throughout design and construction.

We also believe there is meaningful value in extending the Village's partnership with CG Schmidt across both public safety projects. The Village has already invested time establishing communication processes, project expectations, and working relationships with our team. Continuing that partnership creates efficiencies in coordination, decision-making, and project management while reducing the learning curve associated with complex municipal projects.

Thank you again for your consideration. We would be honored to continue partnering with the Village of Germantown on this important facility.

Sincerely,

A handwritten signature in black ink, appearing to read 'Joe Hoffmeier', is written over a light blue horizontal line.

Joe Hoffmeier

Principal
(414) 828-8162
joeh@cgschmidt.com



TABLE OF CONTENTS

01 // Technical Proposal

Firm Profile

Relevant Project Experience

Proposed Site-Specific Staffing Plan

Proposed Project Team and Resumes

02 // Project Approach

03 // Cost Proposal

04 // Proof of Insurance & Bond Ability

05 // Draft Contract: AIA A133-2019

YOUR PARTNER

We Know Complex Municipal Facilities

CG Schmidt is a trusted construction management partner with deep experience delivering complex municipal and secure facilities through a collaborative CMAR approach. Our strength lies in proactive preconstruction, disciplined cost control, and the ability to guide public clients through technically demanding projects with clarity and confidence.

We understand that this project comes at a time of evolving leadership for the Village. Our role is to provide stability, transparency, and experienced guidance—ensuring the Police Chief and stakeholders have the information and support needed to make confident decisions throughout the process.

The CGSchmidt Difference



RISK MANAGEMENT FOR A HIGHLY SPECIALIZED PUBLIC SAFETY FACILITY



EARLY INFRASTRUCTURE & SITE RISK REDUCTION



TRANSPARENT MUNICIPAL PARTNERSHIP

YOUR PROJECT

Understanding Crucial Project Elements

Deliver a Modern, Future-Ready Facility

Maintain Budget Discipline Amid Recent Cost Challenges

Ensure Confidence and Clarity in Decision-Making

Execute a Technically Complex Project without Disruption

YOUR TEAM

Safe. Experienced. Proactive.

Core Team



Joe Hoffmeier
Principal



John Kaltenburg
Project Executive



Angela Resnick
Senior Estimator



Ethan Sippel
Senior Project Manager



Kris Brakken
Superintendent



Max McCollow
Project Engineer

Support Team



Josh Schmitz
Safety Director



Ben Prindiville
Quality Manager



Tom Caluette
Fire Range Resource

CREATING EXCEPTIONAL FACILITIES THAT IMPROVE THE LIVES OF OTHERS.

We bring experience in secure, operationally sensitive environments where safety, sequencing, and performance are critical, including:

- » Justice and detention facilities
- » Secure municipal infrastructure projects
- » Police-related or controlled-access environments

Our experience positions us to successfully deliver:

- » Secure circulation and controlled access environments
- » Evidence storage and operational spaces
- » Mission-critical building systems
- » Specialized environments requiring strict performance standards

We really enjoy working with CG Schmidt. They act as an extension of our business, and they understand what we need. Hiring CG Schmidt is like pushing the 'easy button'. They are committed to our goals, and they know how to get stuff done!

— Isaac Larson
Executive Director of Facilities
Froedtert ThedaCare

PROVEN

KNOWLEDGE.
COMMUNICATION.
REPUTATION.

70%

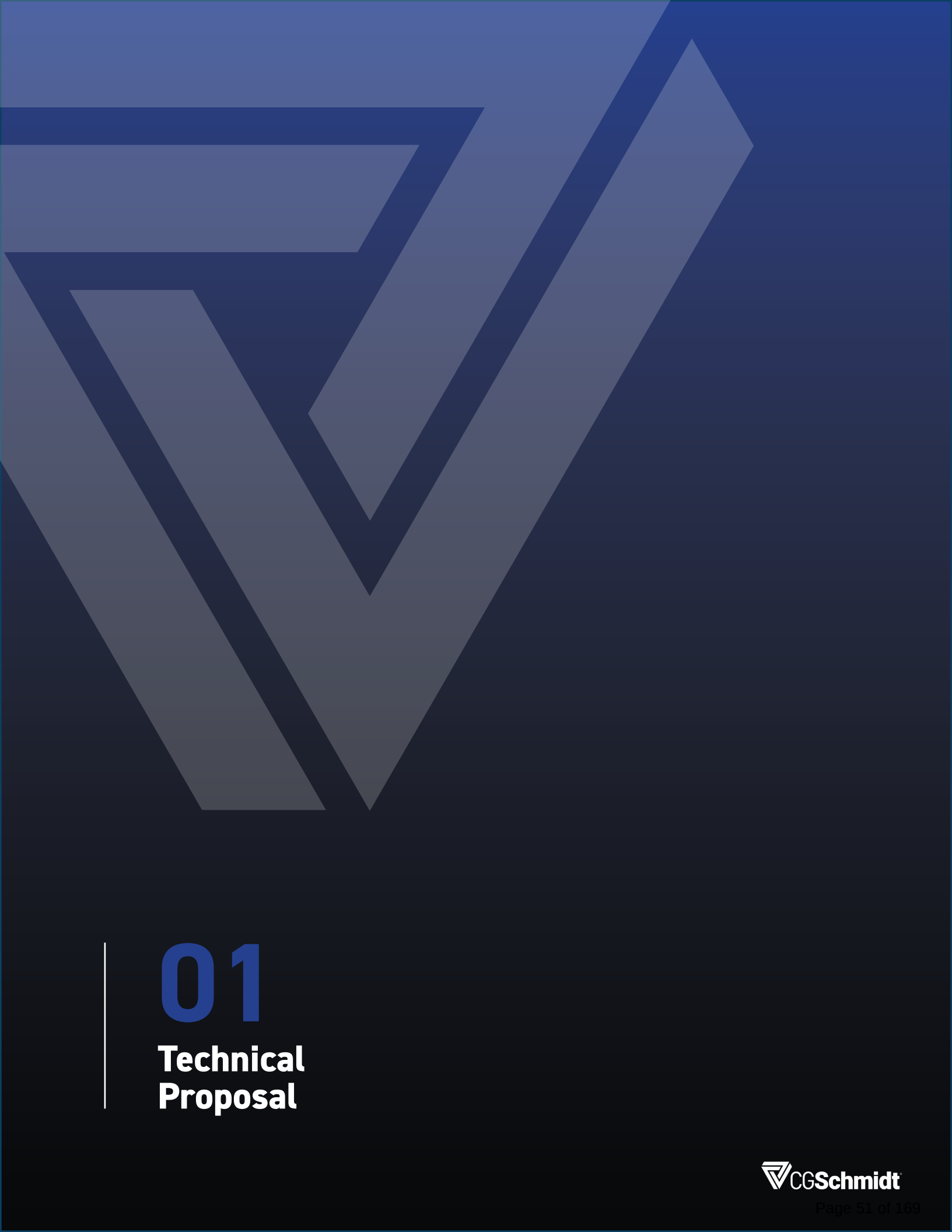
CONSTRUCTION
WORK COMPLETED IN
OCCUPIED SPACE

15

PERSON IN-HOUSE
PRECONSTRUCTION
TEAM

0.99

2025 OSHA
INCIDENT
RATING



01

**Technical
Proposal**

SECTION 01

FIRM PROFILE



Pictured above clockwise from lower right: President & CEO, Eric Schmidt; Chairman, Rick Schmidt; Managing Director, Ryan Schmidt; Senior Project Manager, Brad Schmidt.

Schmidt: A family name. A 106-year promise.

Founded in 1920 by Dutch immigrant Charles Schmidt, CG Schmidt was built on a simple yet powerful idea: **a name is only as strong as the reputation behind it.** He believed that every project was a reflection of character, and that belief still guides us today.

Now in our fifth generation of family leadership, CG Schmidt has grown into one of Wisconsin's leading commercial builders. We've stayed true to the core values passed down over the past 106 years—**integrity, caring, and a passion for excellence.**

We are proud to be the trusted partner on many of the state's most respected organizations in communities across the state and nation, and look forward to the opportunity to serve The Village of Germantown and Germantown Police Department.

OUR MISSION

To create exceptional facilities that improve the lives of others.

VALUE PROPOSITION

Delivering an exceptional client experience, founded on trust, quality construction and dedication to strengthening communities.

DATE FIRST ORGANIZED

Founded in 1920

TYPE OF FIRM

Privately Owned

RECENT RECOGNITIONS

Top Workplaces (2010-2025)

Milwaukee Journal Sentinel

Best Places to Work (15x winner)

Milwaukee Business Journal

Best Places to Work (5x winner)

Wisconsin State Journal

Best Places to Work (2x winner)

Madison Magazine

Top 100 Construction Managers in the Country

Engineering News Record

2x WI Family Business of the Year

Skills / Integrity / Responsibility Award

Distinguished Performer in DEI

Deloitte 75

LOCATIONS

Milwaukee (**HQ & Project Managing Office**)

11777 West Lake Park Dr. | Milwaukee, WI 53224

Madison

433 West Washington Ave. | Madison, WI 53703

Arizona

999 E Playa Del Norte Dr. #110 | Tempe, AZ 85288

106

YEARS
EXPERIENCE

5

GENERATIONS
STRONG

3

OFFICE
LOCATIONS

373

OFFICE & FIELD
PROFESSIONALS

0

LAWSUITS
WITH ANY
CLIENTS
OR ARCHITECTS

RELEVANT PROJECT EXPERIENCE

DOC Juvenile Detention Center - Southeast Regional Care Center for Youth

MILWAUKEE, WI | \$53M

"A secure, controlled, high-performance public safety facility requiring specialized systems coordination and operational planning."

This project involved the ground-up construction of a Type 1 secure juvenile detention facility designed for durability and controlled operations. Masonry construction, a precast roof system, and a steel penthouse created a robust and secure structure. The facility includes 32 detention rooms, program and administrative spaces, and a gymnasium, all organized to support safe circulation and supervision. A secure outdoor recreation area with basketball court and perimeter fencing reinforces controlled access and occupant safety.

PROJECT HIGHLIGHTS:

- Secure Facility Planning
- Controlled Circulation
- Specialized System Coordination
- Material Durability & Lifecycle
- Safety & Risk Mitigation
- Highly Sensitive Environment

Aurora Health Center Psychiatric Hospital - Dewey Center

WAUWATOSA, WI | \$18.3M

"A secure, operationally complex facility requiring controlled environments, durable systems, and coordinated user functions."

CG Schmidt completed this ground-up behavioral health facility designed to support both inpatient and outpatient care in a secure, patient-focused environment. The two-story, 75,000-square-foot building features precast and steel construction and includes treatment spaces, patient rooms, and support areas organized for safety, privacy, and operational efficiency. Program elements include therapy spaces, administrative offices, a gym/fitness area, and communal amenities such as lounges, cafeteria, and chapel. Exterior and site features, including a roof deck and lower-level parking, support patient well-being and staff functionality within a controlled healthcare setting.

PROJECT HIGHLIGHTS:

- Secure, Controlled Environment
- Complex Program
- Lifecycle Alignment
- Patient Safety
- Site & Operational Support

Mendota Mental Health Institute - Boiler Replacement

MADISON, WI | \$4.6M

“A critical infrastructure upgrade focused on enhancing utility reliability and supporting continuous operations within an active healthcare campus.”

This project included replacement and upgrade of aging boiler systems within the central heating plant serving a state-operated psychiatric facility. Work involved installation of new high-capacity steam boilers, removal of existing units, and modifications to heating and chiller plant equipment to support electrical, steam, condensate, and fuel systems. Additional scope included decommissioning a coal-fired boiler, installing a new gas/oil-fired boiler with economizer, and upgrading controls and building management systems. These improvements were part of a broader campus initiative to modernize utility infrastructure and enhance reliability for ongoing healthcare operations.

PROJECT HIGHLIGHTS:

- Active Psychiatric Hospital
- Utility Reliability & Redundancy
- Mechanical & Infrastructure Coordination
- Critical Systems Replacement
- Occupied Facility

Advocate Aurora Health - Mental Health Emergency Center

MILWAUKEE, WI | \$8.7M

“A high-performance, emergency response facility requiring efficient intake, controlled circulation, and secure, high-sensitivity environments.”

Developed in partnership with Milwaukee County and leading healthcare systems, this facility was created to address the region's mental health crisis through a centralized, patient-focused model of care. The 12,000-square-foot center provides 24/7 crisis assessment, stabilization, treatment, and transitional care for both adults and children. The program includes six inpatient beds and is organized to support efficient intake, evaluation, and care delivery. Designed as a recovery-oriented and culturally informed environment, the center serves as a national model for emergency mental health response.

PROJECT HIGHLIGHTS:

- Crisis Response Flow
- Emergency Operations
- High Sensitivity Environment
- Site Security
- Complex Stakeholder Coordination
- Compact Footprint
- National Model

Gibraltar School District

FISH CREEK, WI | \$31.4M

“A complex, phased infrastructure project involving subsurface challenges, utility coordination, and active-site logistics management.”

This multi-phase renovation and addition project transforms existing elementary and high school facilities to support modern, flexible learning environments. The work includes new classrooms, gymnasium and athletic spaces, along with renovations to building systems, restrooms, and circulation areas to improve functionality and student flow. Strategic demolition and reconstruction address aging infrastructure while enhancing safety and security across the campus. Site and operational improvements, including updated drop-off areas and expanded multipurpose spaces, support evolving educational needs and community use.

PROJECT HIGHLIGHTS:

- Bedrock & Subsurface Risk Management
- Complex Utility Coordination
- Infrastructure Upgrades
- Phased Construction
- Occupied Environment
- Logistics & Site Circulation Improvement
- Adaptive Planning & Field Coordination

GIBRALTAR AREA SCHOOLS

BEDROCK CONSIDERATIONS

During construction, the project team encountered site conditions where underlying bedrock influenced both utility infrastructure and excavation activities. With much of the site underlain by shallow bedrock, traditional subsurface installations required careful coordination and adaptation, particularly in relation to existing and new gas systems. The team worked closely with the owner and trade partners to evaluate subsurface conditions, adjust system layouts, and manage risk associated with limited excavation depths and unknown existing conditions. This included coordinating the replacement of multiple propane systems and ensuring all work was executed safely and in compliance with excavation protocols. Through proactive investigation, strategic planning, and continuous field coordination, the team successfully navigated the challenges associated with bedrock conditions while maintaining project schedule and minimizing disruption to ongoing school operations.

PROPOSED SITE-SPECIFIC STAFFING PLAN

This project requires a hands-on, experienced team with both municipal and specialized facility knowledge.

Our staffing approach focuses on:

- » Senior-level leadership continuity to support Village decision-making
- » Dedicated preconstruction resources for cost, schedule, and risk management
- » Field leadership experienced in complex site and building systems
- » Access to specialized partners for the live-fire range

We will maintain a consistent team from preconstruction through completion—ensuring continuity, accountability, and clear communication throughout the project lifecycle.

Level of Effort Executive Summary - Base Proposal (Full Time Superintendent on the Project)
Per Individual Across Their Total Workload

		2026										2027												2028								
Name	Role	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug		
Project Phases and Milestones																																
Proposal & Kick Off																																
Design / Preconstruction																																
Bidding & Permit																																
Construction Phase																																
New Public Safety Building																																
Project Leadership																																
Joe Hoffmeier	Principal in Charge	As Needed										As Needed												As Needed								
John Kaltenberg	Project Executive	As Needed										15%	15%	15%	15%	15%	15%	15%	15%	15%	15%	15%	15%	15%	15%	15%	15%	15%	15%	15%	15%	15%
Ethan Sipple	Senior Project Manager	As Needed										25%	50%	50%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	50%		
Max McCollow	Project Engineer	As Needed										As Needed			60%	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%	
Angela Resnick	Senior Estimator	As Needed										As Needed												As Needed								
Field Leadership																																
Aaron Smith	General Superintendent	As Needed										As Needed												As Needed								
Kris Braken	Site Supervision	As Needed										As Needed			100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	25%			
Quality Assurance																																
Josh Schmitz	Safety	As Needed										As Needed			2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%			
Ben Prindiville	Quality	As Needed										As Needed			2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%				

PROPOSED PROJECT TEAM AND RESUMES

 *Project Lead*

The proposed CG Schmidt team was chosen for their technical expertise and experience alignment with the project's key challenges.

Joe Hoffmeier and **John Kaltenberg** will oversee all phases of the project as your designated points of contacts.



Joe Hoffmeier
Principal



John Kaltenberg III, P.E.
Project Executive

PRECONSTRUCTION



Angela Resnick
Senior Estimator

CONSTRUCTION MANAGEMENT



Ethan Sippel
Senior Project Manager



Kris Brakken
Superintendent



Max McCollow
Project Engineer

SAFETY & QUALITY



Josh Schmitz
Safety Director



Ben Prindiville
Quality Manager



Tom Caluette
Fire Range Resource

JOE HOFFMEIER

Principal

Joe Hoffmeier brings extensive experience leading projects within occupied facilities and active campus environments, where maintaining safety, accessibility, and uninterrupted operations is critical. He excels at managing complex logistics, coordinating phased work, and mitigating disruptions in high-traffic, high-sensitivity settings. Joe's proactive approach ensures that project teams remain aligned with operational needs while advancing construction efficiently. His ability to navigate these challenges makes him a valuable leader for projects requiring careful planning, stakeholder coordination, and seamless integration into ongoing operations.

RELEVANT PROJECT EXPERIENCE

DOC Juvenile Detention Center - Southeast Regional Care Center for Youth

Milwaukee, WI | \$53M

This project involved the construction of a secure correctional facility designed to support controlled operations and occupant safety. The building incorporates secure entries, controlled circulation, and durable systems appropriate for high-sensitivity environments. Careful coordination of program spaces supports supervision, security, and operational efficiency, delivering to complex public safety-oriented environments.

Master Lock Security Improvements

Milwaukee, WI | \$2.7M

Fast-tracked security upgrades across occupied parking areas to enhance controlled access and site safety. Work included perimeter fencing, access control systems, gate operations, lighting, and integrated cameras. Construction was phased to maintain continuous operations and access.

Racine Readiness Storage Building

Racine, WI | \$850K

Construction of a prefabricated dry storage facility within an active readiness campus. The project included site excavation, utility extensions, footings and foundations, concrete flatwork, and installation of a pre-engineered metal building system. Interior build-out included secured storage areas with fencing and minor electrical systems. Work required coordination to integrate new infrastructure with existing campus operations.

BMO Harris - Bluemound Road Branch Renovation

Milwaukee, WI | \$900K

Renovation of an active retail banking branch to update customer-facing and operational spaces, including coordination of secure access elements. Work was phased to maintain daily operations and controlled access throughout.

West Allis West Milwaukee School District Rec Center Addition & Renovation

West Allis, WI | \$10M

The West Allis-West Milwaukee Rec Center project included demolition of outdated facilities, remodel of the 2005 building, and site prep for future additions. Completed in summer 2020, the upgraded center features a gym, walking track, fitness and dance studios, preschool, multipurpose rooms, and modern offices. Reclaimed brick was used to build a retaining wall honoring the original FDR-era Works Project.



Education & Training

BS, Construction Management

UW - Stout

AAS, Architectural Drafting/Construction Technology

Waukesha County Technical College

Healthcare Construction Certificate (HCC)

Wisconsin Healthcare Engineering

CPR, AED and First Aid Certification

Medic First Aid

30-Hour Construction Safety Course

OSHA

SafeStart® Training

CG Schmidt

PROJECT ALIGNMENT:

Municipal & Public Works, Secure Facilities & Entrances, Site Utilities, Bedrock

JOHN KALTENBERG III, P.E.

Project Executive

John provides strategic leadership and executive oversight, guiding project teams to ensure successful delivery from preconstruction through closeout. He focuses on strengthening client relationships, aligning team performance, and supporting key decision-making to maintain momentum and project clarity. With a strong emphasis on budget management and overall project outcomes, John ensures that work is delivered on time, within budget, and to the highest quality standards. His leadership fosters accountability, collaboration, and consistent performance across all phases of the project.

RELEVANT PROJECT EXPERIENCE

Aurora Psychiatric Hospital - Inpatient Renovations

Wauwatosa, WI | \$6.7M

Renovations within an active behavioral health facility focused on enhancing patient care environments and operational efficiency. The work required careful coordination in an occupied setting, emphasizing safety, controlled access, and uninterrupted operations. Improvements supported functional upgrades to treatment and patient care spaces within a secure healthcare environment.

Aurora Health Center Psychiatric Hospital - Dewey Center

Wauwatosa, WI | \$18.3M

Ground-up construction of a 75,000-square-foot behavioral health facility utilizing precast and steel systems. The two-story building includes inpatient and outpatient treatment spaces, patient rooms, and support areas organized for safety and efficiency. Program elements include therapy spaces, offices, a fitness area, and communal amenities. Site features include a roof deck and lower-level parking within a controlled healthcare environment.

***Milwaukee County Sheriff's Office and Patrol Bureau**

Milwaukee, WI

This public safety facility includes secure entries with bullet-resistant glazing and integrated security technology. The project incorporates detention cells, debriefing and training spaces, and equipment and vehicle storage areas. It was designed to support secure operations, staff safety, and functional efficiency, demonstrating experience with law enforcement environments.

***ProHealth Care - Waukesha Memorial Hospital Behavioral Health**

Waukesha, WI

This behavioral health project includes secure entry points, a centralized nurse station, and patient spaces designed for safety and supervision. The work required coordination of specialized systems to support controlled environments and patient needs. Improvements enhance safety, durability, and operational performance.

***BMO Tower**

Milwaukee, WI

Located in downtown Milwaukee, this project required extensive coordination within a dense urban environment, including management of existing and abandoned utilities and new connections. Careful planning addressed site constraints and maintained schedule. This project reflects experience navigating complex infrastructure & conditions.

**Completed through previous employer*



Education & Training

Master of Business Administration (MBA)

Marquette University

BS, Civil and Environmental Engineering

University of Wisconsin

Association of General Contractors Project Management

Wisconsin Health Care Engineering Association

Member

Wisconsin Health Care Construction Certificate

OSHA

Licensed Professional Engineer

State of Wisconsin

SafeStart® Training

CG Schmidt

PROJECT ALIGNMENT:

Municipal & Public Works, Secure Facilities, Underground Parking, Site Utilities

ANGELA RESNICK

Senior Estimator

Angela brings a disciplined, client-focused approach to cost management, aligning project budgets with design intent from the earliest stages of preconstruction. She combines real-time estimating with transparent communication to support informed decision-making and maintain strong budget accountability. Known for her subject matter expertise and proactive mindset, Angela helps teams navigate cost considerations while identifying outcome-oriented solutions. Her ability to integrate cost, scope, and design ensures alignment throughout the project lifecycle and supports successful project delivery.

RELEVANT PROJECT EXPERIENCE

Northwestern Mutual - North Office Building Milwaukee, WI | \$500M

This corporate office project required significant coordination of site utilities, including relocation of existing infrastructure associated with the nearby Cass Street corridor. The work involved integrating new utility systems while maintaining project schedule and minimizing disruptions. The project reflects experience managing complex site and infrastructure challenges in a dense urban setting.

Milwaukee Recreation Community Center Milwaukee, WI | \$53.4M

Ground-up renovation and expansion transforming the former Browning School site into a 100,000+ SF community recreation center. The project includes gymnasium, indoor pool, multi-purpose spaces, and site redevelopment across a 7.5-acre campus. Work integrates new construction with existing structures within a complex brownfield site.

911 Call Center

Preconstruction services for a municipal emergency response facility, including development of conceptual budgets and early cost planning. Efforts focused on aligning project scope with funding parameters prior to project start. The work reflects experience supporting public safety projects from initial planning stages.

Advocate Aurora Healthcare - Mental Health Emergency Center Milwaukee, WI | 8.8M

This behavioral health facility supports 24/7 crisis assessment, stabilization, and treatment in a controlled environment. The project required coordination of program elements to support efficient intake, evaluation, and care delivery. Spaces are organized to prioritize safety, supervision, and operational flow in a high-sensitivity setting.

Northwestern Mutual - Jackson St. Parking Structure Milwaukee, WI | \$140K

This structured parking facility supports high-density urban use, requiring coordination of circulation, access, and integration with surrounding infrastructure. The project involved careful planning to support efficient vehicle flow and structural performance. Coordination of site and building systems was critical to successful delivery within an urban environment.



Education & Training

BS, Construction Management
MSOE

LEED Green Association
U.S. Green Building Council

30-Hour Construction Safety Certification
OSHA

SafeStart® Training
CG Schmidt

PROJECT ALIGNMENT:

Accurate Cost Estimating, Site Utilities, Secure Entrances

ETHAN SIPPEL

Senior Project Manager

Ethan provides leadership oversight to project teams, guiding both project managers and superintendents to ensure coordinated, efficient execution from preconstruction through closeout. He is highly engaged in core project controls, managing RFIs, subcontractor coordination, schedules, and change order negotiations while maintaining clear and consistent documentation throughout the project lifecycle. Known for his organized approach and attention to detail, Ethan keeps teams aligned and responsive to evolving project needs. His ability to manage complex processes while driving accountability contributes to streamlined delivery and successful project outcomes.

RELEVANT PROJECT EXPERIENCE

Medical College of Wisconsin - Professional Office Building (HUB)

Wauwatosa, WI | \$90M

This healthcare facility supports complex clinical and administrative functions within an active medical campus environment. The project required coordination of specialized building systems and careful planning to maintain ongoing operations. Program spaces are organized to support efficiency, safety, and user needs in a high-sensitivity setting. The facility reflects a disciplined approach to integrating technical requirements with functional design.

AO Smith - Corporate Technology Center

Milwaukee, WI

This corporate technology center supports advanced research, development, and office functions within a high-performance environment. The project required careful coordination of building systems and program elements to meet technical performance requirements. Spaces are organized to support efficiency, collaboration, and operational flexibility. The facility demonstrates a coordinated approach to delivering technically demanding environments.

Greendale School District 2019-2020 Referendum

Greendale, WI | \$33.8M

This multi-phase improvement project includes additions, renovations, and infrastructure upgrades across an active school campus. The work required strategic phasing, stakeholder coordination, and detailed planning to maintain ongoing operations during construction. Improvements enhance building functionality, safety, and circulation throughout the campus. The project reflects experience delivering complex public-sector work in occupied environments.

Horlick Lofts - The William Apartments Historic Renovation

Racine, WI | \$15.9M

This adaptive reuse project transformed a historic structure into a modern, functional space while preserving key architectural elements. The work required coordination within an existing building and responsiveness to field conditions encountered during construction. Careful planning and trade coordination supported successful integration of new systems into the historic framework. The project demonstrates a flexible and detail-oriented approach to complex renovation work.



Education & Training

BS, Architectural Engineering

MSOE

BS, Construction Management

MSOE

10-Hour Quality Control Certification

OSHA

SafeStart® Training

CG Schmidt

PROJECT ALIGNMENT:

Municipal & Public Works, Secure Entrances, Complex Systems, Multi-Phase Work in Active Environments

KRIS BRAKKEN

Superintendent

Kris brings more than 24 years of construction experience, beginning his career as a foreman and advancing through field leadership roles. His hands-on background provides a strong foundation in field coordination, safety, and trade management, allowing him to effectively lead day-to-day construction operations. Kris is known for maintaining organized, efficient jobsites, proactively resolving field challenges, and ensuring work is completed in alignment with project goals. His practical approach and steady leadership contribute to consistent quality, schedule adherence, and successful project delivery.

RELEVANT PROJECT EXPERIENCE

Northwestern Mutual - North Office Building

Milwaukee, WI | \$500M

This corporate office project required significant coordination of site utilities, including relocation of existing infrastructure associated with the nearby Cass Street corridor. The work involved integrating new utility systems while maintaining project schedule and minimizing disruptions. The project reflects experience managing complex site and infrastructure challenges in a dense urban setting.

St. Francis School District - Additions & Remodel

St. Francis, WI | \$25.9M

Following successful referendum approval, led phased additions and renovations across occupied K-12 facilities, including Willow Glen Primary and Deer Creek Intermediate. Work included coordination of demolition, structural modifications, and MEP system integration to support districtwide improvements focused on safety, security, accessibility, and STEM learning environments, as well as upgrades to recreation, theater, and athletic facilities. Maintained strict sequencing and site control to support ongoing school operations throughout construction.

Muskego Norway School District 2022 Referendum

Muskego, WI | \$42.4M

Provided master planning and pre-referendum support resulting in successful voter approval of a \$44.6M, two-question facilities program. The referendum included additions for technical education and STEM programming, as well as specialized spaces for health sciences and an indoor practice facility at Muskego High School. The program required careful planning, stakeholder coordination, and clear communication to align community priorities with complex, long-term facility needs—reflecting the collaborative approach necessary for municipal and public safety projects.

Old National Bank

Milwaukee, WI | \$4.5M

Fit-out of 2,000 SF of retail banking and 28,000 SF of office space within the Huron Building. The project team navigated material procurement delays and complex logistics, including the absence of a freight elevator to serve the 8th-floor space in a busy downtown location. Work occurred within an occupied building under strict noise constraints. Solutions included enhanced material management, 360-degree weekly documentation, air quality controls, and automated cleaning processes to maintain a safe, controlled environment.



Education & Training

BS, Civil Engineering

Michigan Technology University

30-Hour Construction Safety Certification

OSHA

10-Hour Construction Safety Certification

OSHA

LEED AP 2.2

U.S. Green Building Council

SafeStart® Training

CG Schmidt

PROJECT ALIGNMENT:

Municipal & Public Works, Secure Facilities with Complex MEP Infrastructure, Early Phase Risk Identification, Existing Conditions Management, Jobsite Control

MAX McCOLLOW

Project Engineer

Max supports project teams through a proactive, detail-oriented approach, focusing on coordination, documentation, and day-to-day execution. He brings a steady presence to the team, working through challenges with practical problem-solving and clear communication. Max collaborates closely with project managers, field teams, and trade partners to maintain alignment and keep work progressing efficiently. His ability to stay organized, anticipate needs, and support team coordination contributes to consistent project performance.

RELEVANT PROJECT EXPERIENCE

DOC Juvenile Detention Center - Southeast Regional Care Center for Youth Milwaukee, WI | \$53M

This project involved the construction of a secure correctional facility designed to support controlled operations and occupant safety. The building incorporates secure entries, controlled circulation, and durable systems appropriate for high-sensitivity environments. Careful coordination of program spaces supports supervision, security, and operational efficiency. The facility reflects experience delivering complex public safety-oriented environments.

Froedtert PA4 & PS6

Wauwatosa, WI | \$70M

This project includes the construction of structured parking facilities integrated within an active healthcare campus. The work required coordination of underground and interior parking systems while maintaining access, safety, and circulation for ongoing operations. Phasing and logistics planning were key to minimizing disruption in a high-traffic environment. The project reflects experience delivering complex parking and site infrastructure solutions.

***Germantown Gateway Corporate Park**

Germantown, WI

This corporate development required careful coordination of site and infrastructure elements within challenging subsurface conditions. The project team navigated bedrock-related constraints, adapting excavation and foundation approaches to maintain schedule and cost control. Site planning and utility coordination supported long-term functionality and flexibility for tenants. The project demonstrates experience managing site complexities and subsurface risk.

***UW-Milwaukee Chemistry Building**

Milwaukee, WI

This academic facility required coordination of specialized building systems and complex utility infrastructure to support laboratory and research functions. The project involved detailed planning of site utilities and building systems to accommodate performance requirements and long-term flexibility. Integration of mechanical, electrical, and plumbing systems supported efficient operation within a highly technical environment. The project demonstrates strong experience managing system complexity and utility coordination.

**Completed through previous employer*



Education & Training

BS, Environmental Science &
Land-Use Planning

UW-Oshkosh

Board Member

ACI - Wisconsin Chapter

WRMCA Technical
Committee

AGGTEC Level I - Soil/
Aggregate

ACI Grade I - Field Concrete
Testing

PTI Level I & II - Unbonded

First Aid, CPR & AED
Certification

NSC

10-Hour Safety Certificate

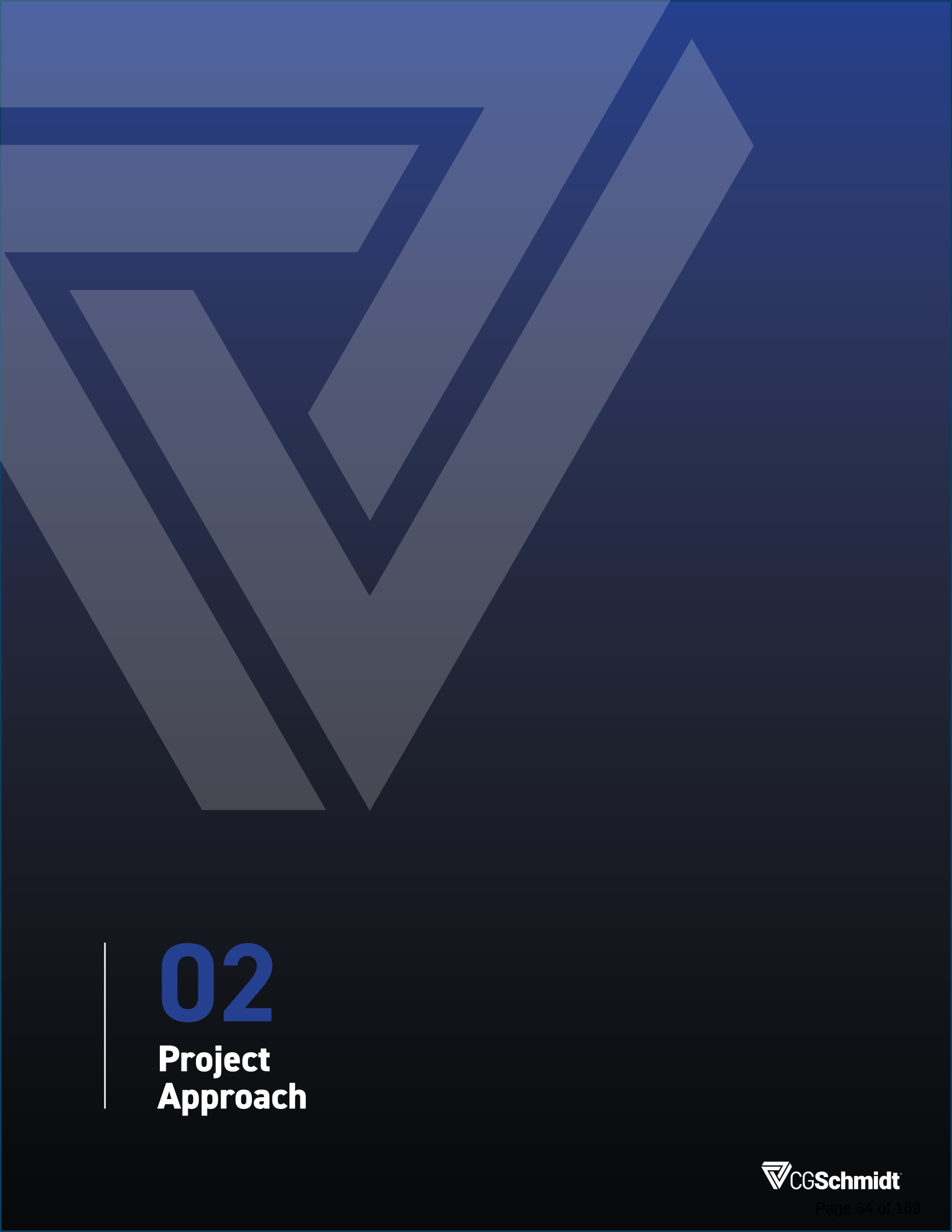
OSHA

SafeStart® Training

CG Schmidt

PROJECT ALIGNMENT:

Secure Facilities & Entrances,
Bedrock, Site Utilities,
Underground/Interior Parking



02

Project Approach

SECTION 02

PROJECT APPROACH

PROJECT UNDERSTANDING

We understand the Village's priorities:



**Deliver a modern,
future-ready facility**



**Maintain budget
discipline amid
recent cost
challenges**



**Ensure confidence
and clarity in
decision-making**



**Execute a
technically complex
project without
disruption**

CG SCHMIDT'S APPROACH

Our approach is grounded in:

Transparent, Data-Driven Preconstruction

We provide clear, milestone-based estimating at 30%, 60%, 90%, and 100% design to ensure continuous alignment with budget.

***Germantown Benefit:** Village confidence in decision-making + early course correction in response to market conditions*

Strong Schedule Control Through Early Planning

We prioritize early identification and procurement of long-lead systems—including security, technology, and critical utilities—to minimize exposure to delays.

***Germantown Benefit:** Protection of critical milestones + maintained overall project certainty*

Continuous Constructability & Value Optimization

Our team performs ongoing design and constructability reviews to align building systems with budget, performance, and long-term operational needs.

***Germantown Benefit:** Informed decision-making + maximized functionality without compromising cost discipline*

Clear Communication & Stakeholder Alignment

We establish a direct and consistent communication structure with Village leadership, the Police Chief, and project stakeholders to ensure timely decisions and shared understanding.

***Germantown Benefit:** Village confidence in decision-making + early course correction in response to market conditions*

5 STEPS TO DELIVER A **SAFE, SECURE, AND PREDICTABLE** PROJECT FOR CONTINUOUS POLICE OPERATIONS

CG Schmidt's approach is rooted in early, collaborative involvement to support informed decision-making, minimize disruption to police operations, and proactively manage cost and schedule risk. For the Germantown Police Department, our process is focused on maintaining continuous operations, addressing security requirements, and identifying risks early to support a predictable and efficient project delivery.

OUR 5-STEP PRECONSTRUCTION PROCESS WITH THE GERMANTOWN POLICE DEPARTMENT FACILITY



STEP 1: LISTEN

Align with Village leadership and police staff to understand operational needs, security requirements, phasing constraints, and budget. Begin continuous estimating and identify key cost drivers.

STEP 2: INFORM

Evaluate design options with constructability and operational continuity in mind. Initiate procurement strategy with early identification of long lead systems (security/technology, HVAC, electrical) and validate pricing and availability with trade partners.

STEP 3: ADVISE

Refine scope and systems to maximize value while maintaining budget. Incorporate real-time market feedback, develop alternates, and implement strategies to mitigate escalation and supply chain risks.

STEP 4: ALIGN

Advance phasing, logistics, and site security plans to support continuous operations. Release early bid packages for critical path and long lead components to protect schedule.

STEP 5: EXECUTE

Finalize GMP, procure qualified trade partners, and execute a controlled construction plan that prioritizes safety, security, and timely delivery of critical materials and systems.

Benefit: Our process emphasizes early cost alignment and transparent communication at each milestone.

UTILITY EXTENSION STRATEGY

The 2,500-foot sanitary sewer and water main extension is a critical early driver of both schedule and cost. The project team will deliver a disciplined, security-focused approach to the utility extension and live-fire range integration, prioritizing operational readiness, safety, and reliability throughout construction. Utility extensions will be strategically planned and phased to support uninterrupted service to mission-critical systems, with early coordination to ensure secure routing and long-term performance.

Our strategy includes:

- » Early Coordination & Permitting
- » Engage utility providers and authorities immediately to confirm requirements and timelines
- » Phased/Early Bid Packaging
- » Advance utility work early to maintain schedule momentum
- » Bedrock & Subsurface Risk Mitigation
- » Align excavation strategies with geotechnical data
- » Plan for potential bedrock impacts to minimize cost and schedule disruption
- » Integrated Site Logistics
- » Sequence utilities with stormwater, access, and foundation work

LIVE-FIRE RANGE INTEGRATION STRATEGY

The live-fire range will be integrated with specialized attention to ballistic protection, advanced ventilation systems, acoustic control, and life safety infrastructure to meet stringent law enforcement training standards. Our team will emphasize controlled access, clear separation of public and secure zones, and detailed sequencing to maintain safe operations in an active public safety environment. Through proactive preconstruction planning, stakeholder collaboration, and rigorous quality control, we will deliver a facility that supports effective training, enhances officer safety, and meets the operational needs of the department.

Our approach focuses on integration, expertise, and risk mitigation:

- » Early Engagement of Specialized Partners
- » Collaborate with qualified range experts during preconstruction
- » Full Building Systems Integration
- » Coordinate HVAC, filtration, acoustics, and ballistic systems
- » Performance & Lifecycle Focus
- » Evaluate durability, maintenance, and long-term operational costs
- » Preconstruction Risk Reduction
- » Identify long-lead equipment and system constraints early

This ensures safe & reliable range performance from day one.



**Reducing
Risk.
Protecting
Schedule.
Ensuring
Seamless
Integration.**

SAFETY IS OUR #1 PRIORITY ON THE JOBSITE

A CG Schmidt Safety Stand-down meeting is held before the day's work begins.



SAFETY MANAGEMENT PROGRAM

Safety is a top priority, and we are committed to maintaining a safe and healthy environment for all workers on our projects.

In 2025, our team worked an impressive 778,074 hours, with 19 OSHA recordable incidents and only 2 recordable injuries or illnesses resulting in days away from work. Additionally, our lost time accidents for the year totaled 2, showcasing our **proactive approach to minimizing workplace injuries**.

CG Schmidt has no lawsuits or liens.

SAFETY METRICS

YEAR	OSHA Incident Rate	DART Rate
2025	0.99	0.00
2024	4.62	3.34
2023	3.22	2.58
2022	3.02	2.64

INTERNAL SAFETY MANUAL

SAFETY FIRST

CG Schmidt's Safety Manual is always available and up-to-date on our website. [View it here.](#)

[Click to View](#)



**ZERO LAWSUITS
WITH CLIENTS IN
106 YEARS**

ENSURING PROACTIVE QUALITY ASSURANCE & QUALITY CONTROL

QUALITY MANAGEMENT PROGRAM

Instead of relying on post-installation inspections to find and fix quality issues that add cost and waste time, CG Schmidt's Quality Management Program finds problems before they occur. Our Quality Management Program increases value and cost accuracy while mandating overall project quality by:

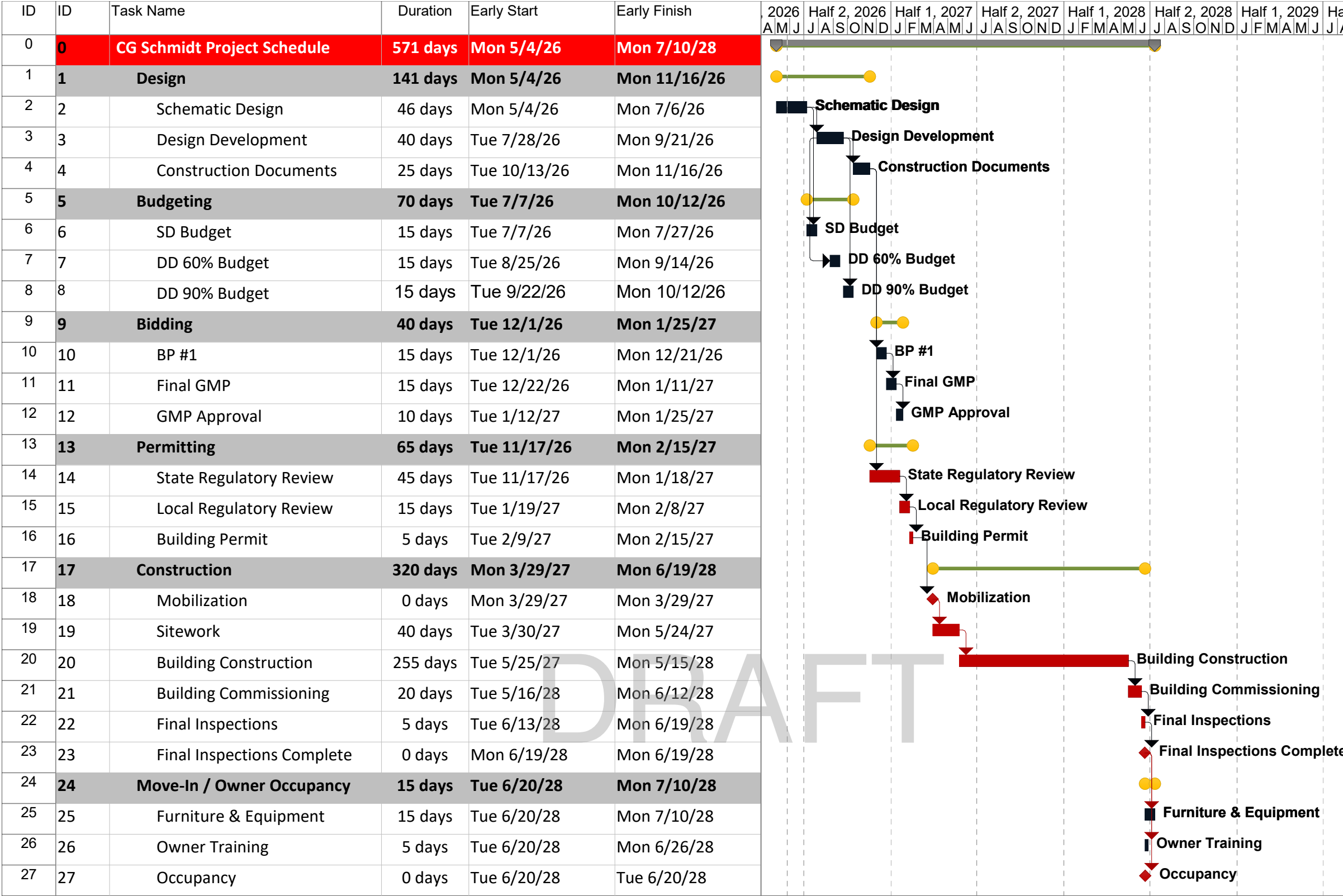
- » **Building quality directly into the plans** and specifications by collaborating with architects as they complete their drawings and addressing difficult or unclear construction details before they become part of the final construction documents.
- » **Highlighting work scope and building systems** which may require mitigation to avoid warranty call-backs and repairs.

SYSTEMS TO ENSURE QUALITY

The Germantown Police Station will benefit from:

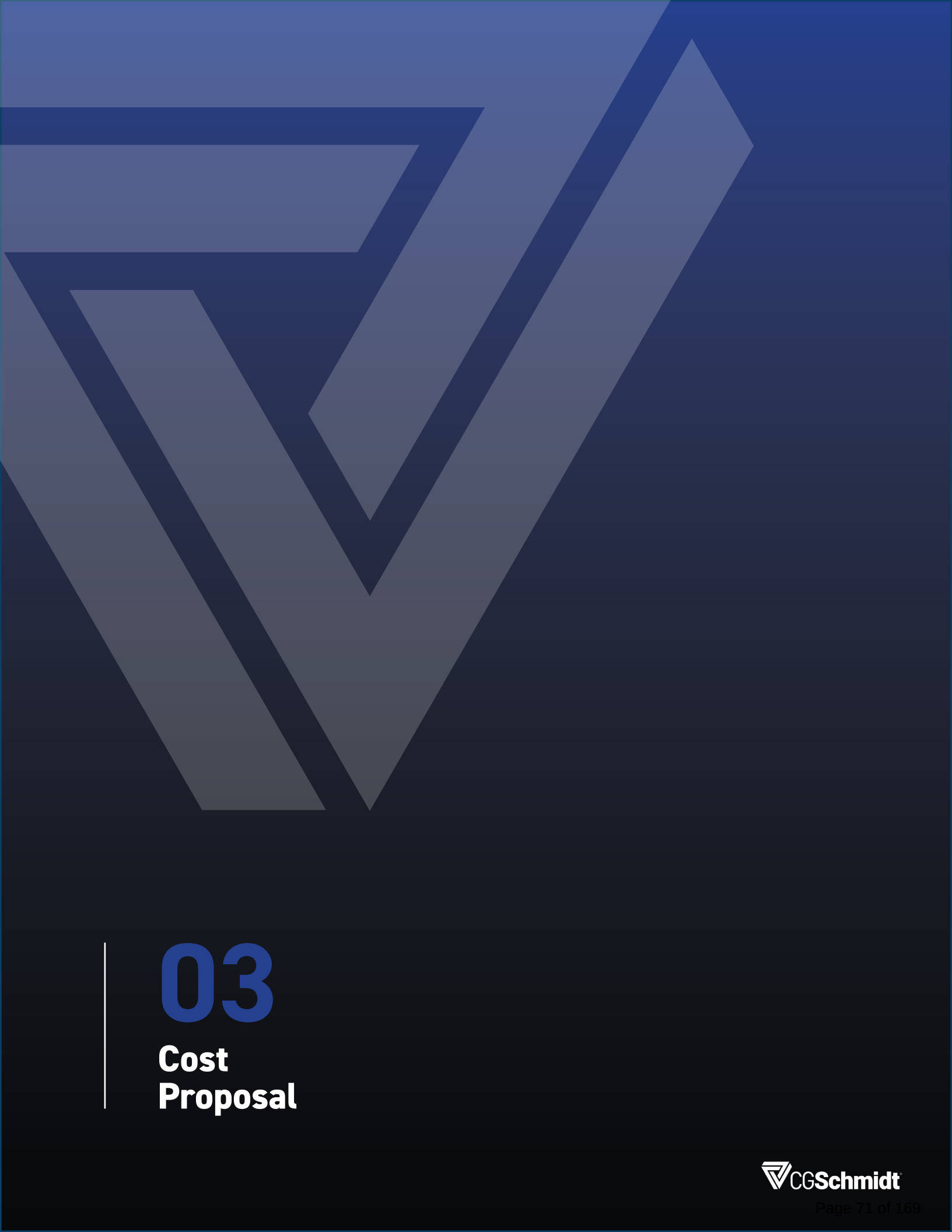
- » **PRE-INSTALLATION MEETINGS //** Prior to the implementation of any large work packages being put in place, our team holds pre-installation meetings to review shop drawings and identify potentially problematic construction details or schedule, weather or material concerns that could impact the quality of the work. This often involves creating mock-ups for key items to verify the quality of the work and the material. By identifying these items before the work is installed, we offer clarity and address potential issues before they become costly field conditions or punch-list or warranty items.
- » **BENCHMARKING //** The first step of every key installation is inspection to confirm it meets the requirements of the documents and the expectations of stakeholders before it is replicated throughout the space.
- » **FIELD ENGINEERING AND TESTING PROGRAM //** We work with the project team to develop a comprehensive field engineering and testing program, making recommendations for appropriate levels of independent inspection for systems and materials.
- » **QC CHECKLISTS AND AUDITS //** Problem-free installation is greatly achieved by pre-planning installation and reviewing requirements for correct installation with field teams who perform the work. However, we still utilize quality control checklists and audits to confirm that installations are, in fact, properly completed before the work is covered by the next sequential installation.

PROJECT
MILESTONE
SCHEDULE
DRAFT



New Police Department Facility
Village of Germantown
5/29/2026





03

Cost Proposal

SECTION 03

COST PROPOSAL

Benefit: Our fee structure reflects a highly engaged preconstruction effort designed to reduce risk, avoid costly changes, and deliver overall best value.

GENERAL CONDITIONS

(Assumes 14 Month Construction Duration)

ITEM	QUANTITY	UNIT	UNIT COST	TOTAL COST
MANAGEMENT & SUPERVISION - 2027 RATES				
Sr. PM - Project Executive	275	HR	\$178.00	\$48,950
Sr. Project Manager (Full-Time On-Site)	2,595	HR	\$160.00	\$415,200
Project Engineer	1,453	HR	\$110.00	\$159,830
General Superintendent	56	HR	\$177.00	\$9,912
Superintendent (Full-Time On-Site)	2,422	HR	\$153.00	\$370,566
Project Coordinator / Risk Management	350	HR	\$85.00	29,750
Project Accountant	121	HR	\$85.00	10,285
Safety Manager	128	HR	\$153.00	\$19,584
TOTAL				\$1,064,077

FEES

ITEM	QUANTITY
Preconstruction Services (Lump Sum)	\$20,000.00
CM Contingency as a Percentage of the Cost of Work	2.00%
CM Fee as a Percentage of the Cost of Work	1.95%

GMP DEVELOPMENT APPROACH

Our Guaranteed Maximum Price (GMP) proposal reflects a comprehensive and well-defined understanding of the project scope, developed through detailed preconstruction planning and real-time market input. We have structured the GMP to provide cost certainty while maintaining transparency and flexibility, incorporating clearly defined assumptions, allowances, and contingencies to manage risk effectively.

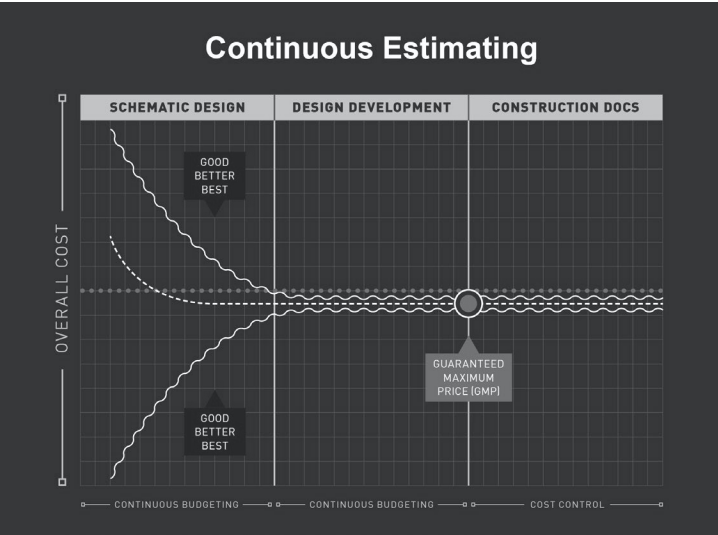
Our approach emphasizes early trade partner engagement, open-book communication, and continuous cost validation to ensure alignment with the project's budget and goals. This disciplined process allows us to proactively identify cost-saving opportunities, mitigate potential impacts, and deliver a reliable, well-supported GMP that positions the project for successful execution.



RIGHT ON TARGET: ANGELA'S ESTIMATING PERFORMANCE



Angela brings a disciplined, data-driven approach to estimating, ensuring budgets remain aligned with project goals throughout design and preconstruction. Her track record of delivering GMPs at or below target budgets reflects strong cost control and proactive market coordination.



Continuous estimating keeps CG Schmidt ahead of every cost driver to deliver accurate, data-driven budgets.

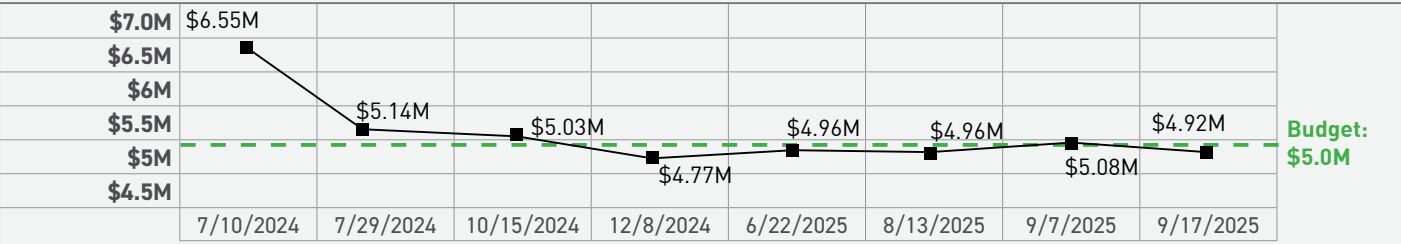
Our GMP strategy is built on confidence and accuracy, not assumptions:

- » Continuous cost validation throughout design
- » Early trade partner involvement
- » Real-time market pricing feedback
- » Alignment with Owner expectations at each milestone

We deliver a GMP that is:

- » Dependable
- » Transparent
- » Aligned with current market conditions

CONFIDENTIAL RENOVATION: OWNER'S BUDGET \$5.0M



The sample project dashboard monitors the progression of the total project budget throughout the entirety of the project.



04

Proof of Insurance and Bond Ability

SECTION 04

PROOF OF INSURANCE AND BOND ABILITY



Insurance & Bond Ability

CG Schmidt is able to provide 100% Performance and Payment Bonds for a cost of .75% for a \$35M total project cost.

Please see the following pages for our proof of insurance and bond ability.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/13/2026

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 M3 Insurance Solutions, Inc. 828 John Nolen Drive Madison WI 53713	CONTACT NAME: Trisha Stark	FAX (A/C, No):	
	PHONE (A/C, No, Ext): 608-288-2805	E-MAIL ADDRESS: trisha.stark@m3ins.com	
INSURED C. G. Schmidt, Inc. 11777 West Lake Park Drive Milwaukee WI 53224-3047	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Zurich American Insurance Comp		16535
	INSURER B: Canopus US Insurance, Inc.		12961
	INSURER C: SiriusPoint Specialty Insuranc		16820
	INSURER D: Vantage Risk Specialty Insuran		16275
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:** 1316989658**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 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:			GLO2925094-05	1/1/2026	1/1/2027	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 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			BAP2925095-05	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C B	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			IPS-EX-00000137 CUSXU23000079-01	1/1/2026 1/1/2026	1/1/2027 1/1/2027	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Excess Each/Aggregate \$ 5,000,000
A	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	N / A	WC2925093-05	1/1/2026	1/1/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D D	Professional Liability/ Pollution Liability			P0C3P0000097330 P0C3P0000097330	1/1/2026 1/1/2026	1/1/2027 1/1/2027	Professional Liab 10,000,000 Pollution Liability 10,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

Informational Only

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

© 1988-2015 ACORD CORPORATION. All rights reserved.



Liberty Mutual Surety

January 16, 2026

Contractor: C.G. Schmidt, Inc.
RE: Surety Bonding Reference

To Whom It May Concern:

C.G. Schmidt, Inc. has been a highly regarded and valued client of Liberty Mutual Insurance Company since 1990. During that time we have witnessed their continued success and steady growth due to sound management and skillful execution of numerous projects. We maintain a high degree of confidence in their reputation, financial strength and management expertise. It is my pleasure to recommend this fine contractor to anyone, as they are surely one of the premiere contractors in the Midwest.

We have approved bonds for single projects exceeding \$600,000,000 and aggregate cost to complete backlogs of \$1,200,000,000. Our agreement to provide work programs and execute bid and/or final bonds is subject to mutually acceptable final contract terms, conditions, financing and underwriting conditions to both C.G. Schmidt, Inc. and Liberty Mutual Insurance Company. Any arrangements for a bond, or bonds, is a matter between C.G. Schmidt, Inc. and Liberty Mutual Insurance Company, and we assume no liability to third parties.

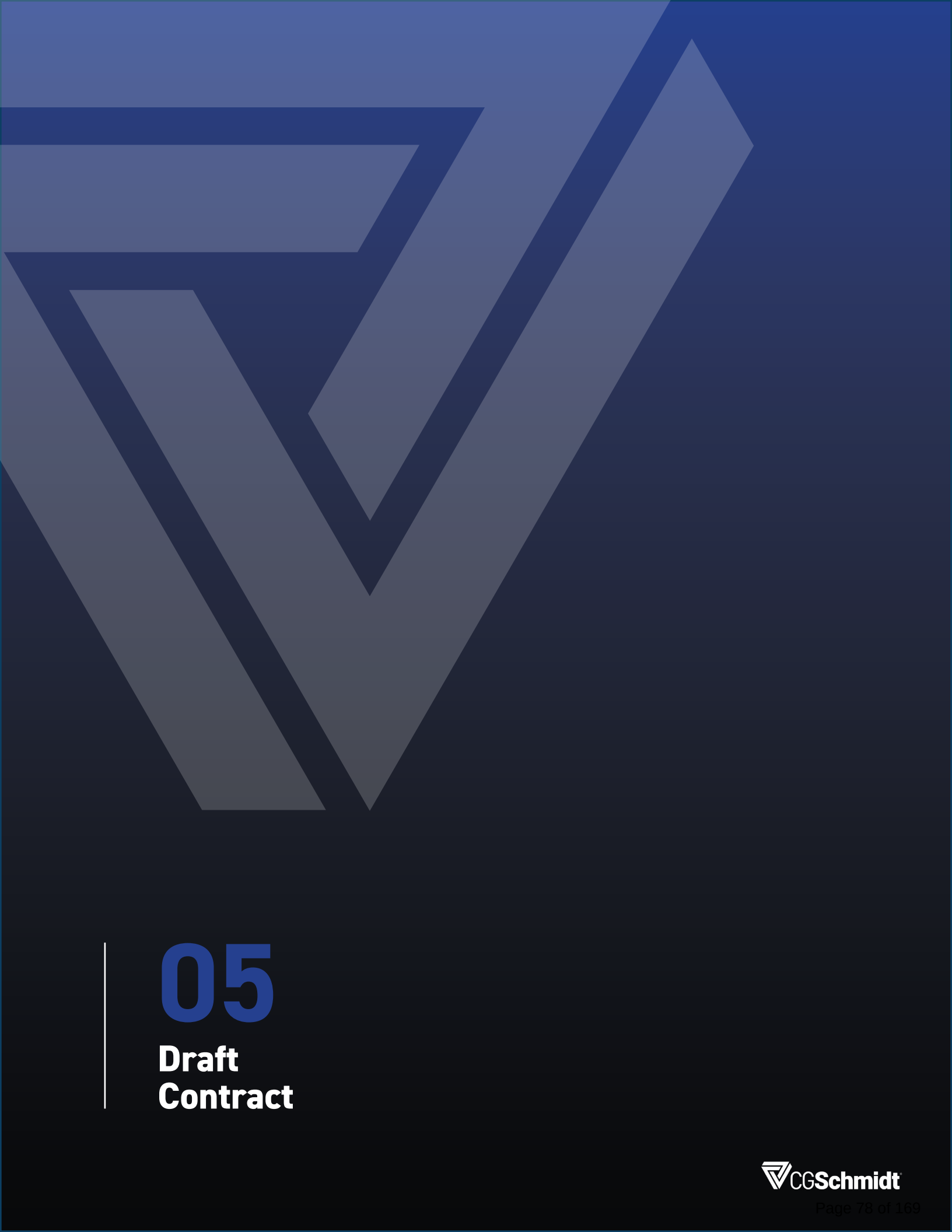
Should you require additional information about our surety bond relationship with C.G. Schmidt, Inc. please feel free to contact me at 763-202-2507.

Sincerely,



Chase Stoneback,
Attorney-in-Fact for Liberty Mutual Insurance Company

Member of Liberty Mutual Group



05

**Draft
Contract**

SECTION 05

DRAFT CONTRACT



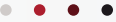
AIA - A133 & AIA - A201

Please see separate attachment in email for
CG Schmidt's full AIA A133 & A201 Template.



11777 West Lake Park Drive.
Milwaukee, WI 53224

cgschmidt.com



Germantown Police Department Facility

Village of
Germantown, WI

Proposal for Construction
Manager at Risk Services

May 29, 2026



KRAUS-ANDERSON®

May 29, 2026

PATRICK MERTEN

Police Chief

JULIE BARTH

Administrative Assistant

Village of Germantown

N112W1687 Mequon Road

Germantown, WI 53022

Dear Chief Merten, Ms. Barth, and Selection Committee,

Your vision for a modern, resilient public safety facility is more than a construction project—it is a commitment to the safety, well-being, and future of the Village of Germantown. The stakes are high, and the expectations are clear: your new police station must not only serve as a secure, efficient hub for law enforcement, but also stand as a symbol of trust and service for every resident.

This project demands a partner who understands the unique operational, logistical, and technical challenges of public safety construction. The experience Kraus-Anderson (KA) has gained from delivering complex police stations and public safety facilities—including those listed in our project experience—translates directly to your goals. These projects required seamless phasing, uninterrupted operations, and close coordination with multiple user groups, all while maintaining strict budget and schedule discipline.

Key project considerations, including bedrock excavation, stormwater management, extensive utility extensions, and the specialized requirements of a live-fire range with its unique ballistics and ventilation systems, necessitate a CMaR with a deep understanding of complex municipal and law enforcement facility construction. The focus remains on delivering a facility that not only meets the immediate needs but also aligns with the Village's 30-year operational life cycle objectives through careful cost management, schedule adherence, and rigorous quality and safety protocols.

The Village's new police department project deserves a team that brings proven solutions, not just promises. The lessons learned from managing active municipal campuses, integrating advanced security and evidence handling, and delivering sustainable, future-ready facilities will be leveraged to anticipate challenges and drive results. The focus remains on your priorities: operational continuity, stakeholder engagement, and a facility that supports your officers and staff for decades to come.

This is your moment to set a new standard for public safety in the Village. Let's build a facility that not only meets today's needs but also inspires confidence and pride for generations. The opportunity to partner with you on this transformative project is both an honor and a responsibility—one that will be met with unwavering commitment, expertise, and purpose.

For questions or additional information, please contact:

KRAUS-ANDERSON® CONSTRUCTION COMPANY

Mike Timmers

Michael J. Timmers, Director of Operations-Milwaukee

C: 414-216-7246 | mike.timmers@krausanderson.com

Kraus-Anderson®

Construction Company

151 East Wilson Street, Suite 100,

Madison, WI 53703

Office: 608-838-5444

Fax: 608-838-5445

www.krausanderson.com



KRAUS-ANDERSON®

Contents

TECHNICAL PROPOSAL 1

PROJECT APPROACH 15

COST PROPOSAL 21

PROOF OF INSURANCE AND BOND ABILITY 22

DRAFT CONTRACT 23

TECHNICAL PROPOSAL

Firm Profile

Kraus-Anderson Construction Company is a family-owned, privately held corporation established in 1897 and headquartered at 525 South Eighth Street, Minneapolis, MN 55404. Kraus-Anderson consistently ranks among the top-tier construction management firms in the United States by Engineering News-Record, with operations spanning Minnesota, North Dakota, Wisconsin, Iowa, and Arizona and a network of more than 675 skilled personnel.

Kraus-Anderson's financial strength is underscored by a bonding capacity of \$1.2 billion, confirming the firm's stability and commitment to enduring client relationships. **Over the past five years, Kraus-Anderson has delivered more than 1,300 projects totaling over \$3.17 billion under the Construction Manager at Risk (CMaR) method**, with a portfolio spanning municipal, education, healthcare, aviation, and commercial sectors.

Our Milwaukee office positions Kraus-Anderson to serve the Village of Germantown with locally embedded resources, regional subcontractor relationships, and direct familiarity with Wisconsin municipal bidding requirements. Kraus-Anderson's preconstruction and construction teams are integrated from project inception through closeout, a model purpose-built for CMaR delivery on complex public facilities such as the proposed new Germantown Police Department.

Core Values

Integrity

Commitment

Valuing People

Teamwork

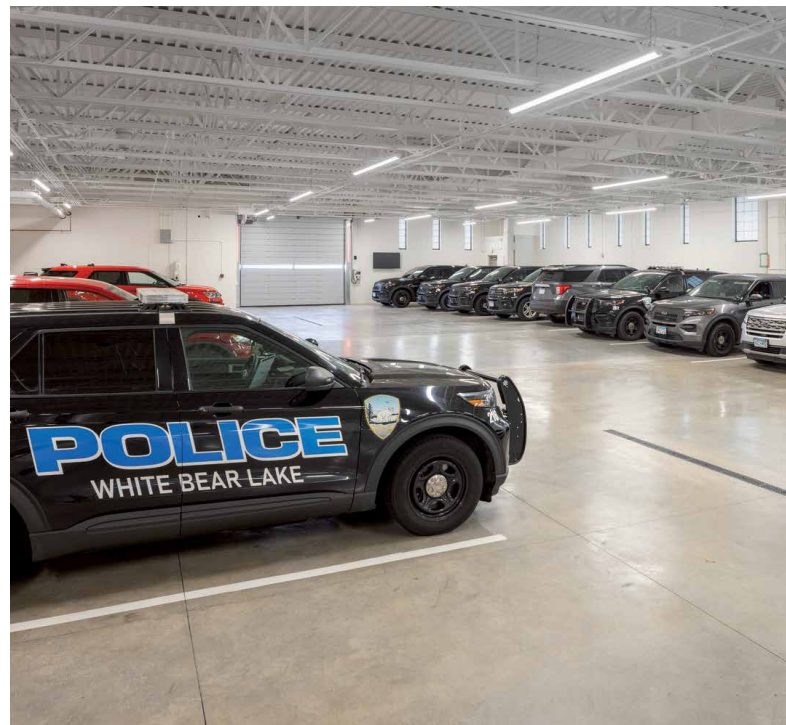


11. PUBLIC SAFETY | ADDITION + RENOVATION

CITY OF WHITE BEAR LAKE

White Bear Lake, MN

The City of White Bear Lake Public Safety Addition and Renovation project involved a 42,000 SF expansion and modernization of the city's fire and police stations to enhance emergency response and community service. Key features include a 250 MPH tornado safe room, modern apparatus bays, training spaces, gear wash and turnout rooms, updated living quarters, squad garage, offices, bunk rooms, fire day room, dining room, fire pole, and tool room. The project was executed adjacent to an active city hall, neighborhood, and business park, with a detailed phasing plan developed to maintain uninterrupted city operations. Upgrades encompassed new mechanical, electrical, and life safety systems, as well as improved site access and parking. Kraus-Anderson served as construction manager and project manager, delivering a resilient, efficient public safety facility that prioritizes operational continuity, firefighter wellness, and community safety for the City of White Bear Lake.



11. POLICE DEPARTMENT RENOVATION

CITY OF EDEN PRAIRIE

Eden Prairie, MN



The City of Eden Prairie Police Department Renovation involved a partial demolition and rebuild of the police and fire administration areas, as well as the below-grade parking garage. Portions of the remaining station were remodeled and received miscellaneous updates to enhance functionality and support the evolving needs of the department. This project was delivered for the City of Eden Prairie, reflecting a commitment to modernizing public safety infrastructure and providing improved facilities for both staff and the community.



11. POLICE + PUBLIC WORKS BUILDING

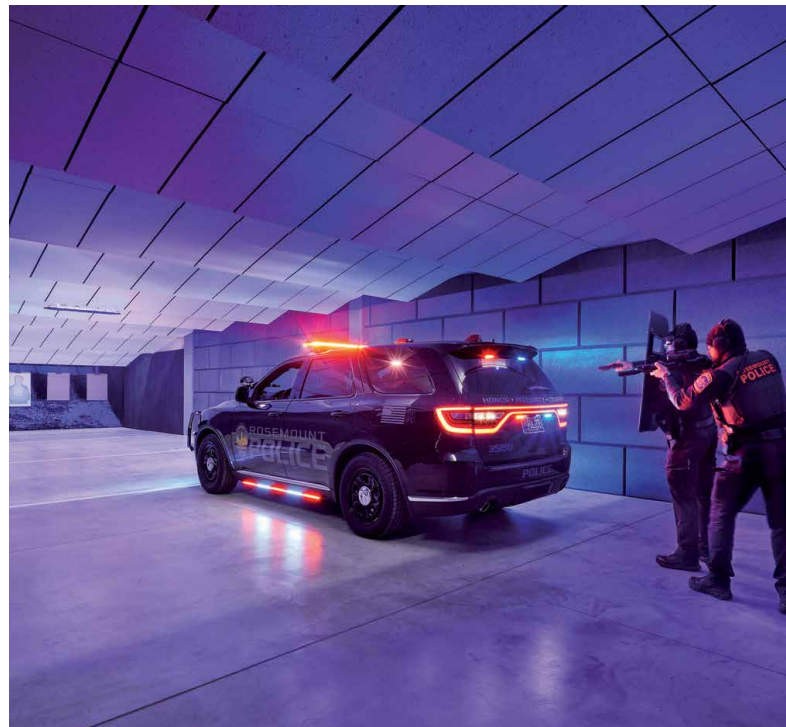
CITY OF ROSEMOUNT

Rosemount, MN

PHOTOS COURTESY OF THE CITY OF ROSEMOUNT



The City of Rosemount Police and Public Works building is a modern, multipurpose municipal facility designed to enhance public safety and operational efficiency for the community. The 160,000 SF complex includes a 48,000 SF police department with a squad garage, administrative offices, a storm shelter, holding rooms, and a six-lane gun range, alongside a 112,000 SF public works area with garages for plow trucks and vehicles, offices, shops, maintenance areas, and a wash bay. Additional structures include cold and salt storage buildings, all situated on a 20-acre site. Delivered using a Construction Manager at Risk (CMaR) approach, the project was completed ahead of schedule and under budget, supporting the City of Rosemount's mission to provide safe, efficient, and sustainable services while accommodating future growth.



11. CITY HALL AND POLICE DEPARTMENT EXPANSION

CITY OF BURNSVILLE

Burnsville, MN



The City of Burnsville City Hall and Police Department Expansion project features a 212,000 SF, two-story addition and comprehensive interior renovation to modernize and expand municipal services. The scope includes a new police station and a dedicated squad car garage, enhancing operational efficiency and public safety. Delivered through a construction management approach, the project addresses construction budgets, detailed estimates, schedules, and timelines to meet the City's evolving needs. This expansion was designed to provide state-of-the-art facilities for both city administration and law enforcement, supporting the community's growth and service expectations. The project is currently under construction and is scheduled for completion in March 2028.

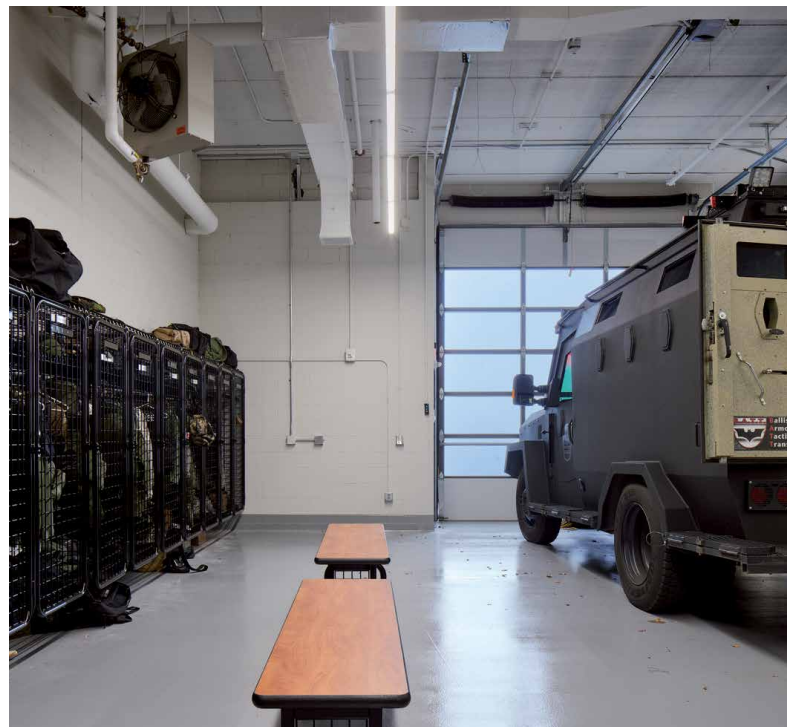


11. POLICE STATION RENOVATION AND FIRE STATION ADDITION

CITY OF MINNETONKA

Minnetonka, MN

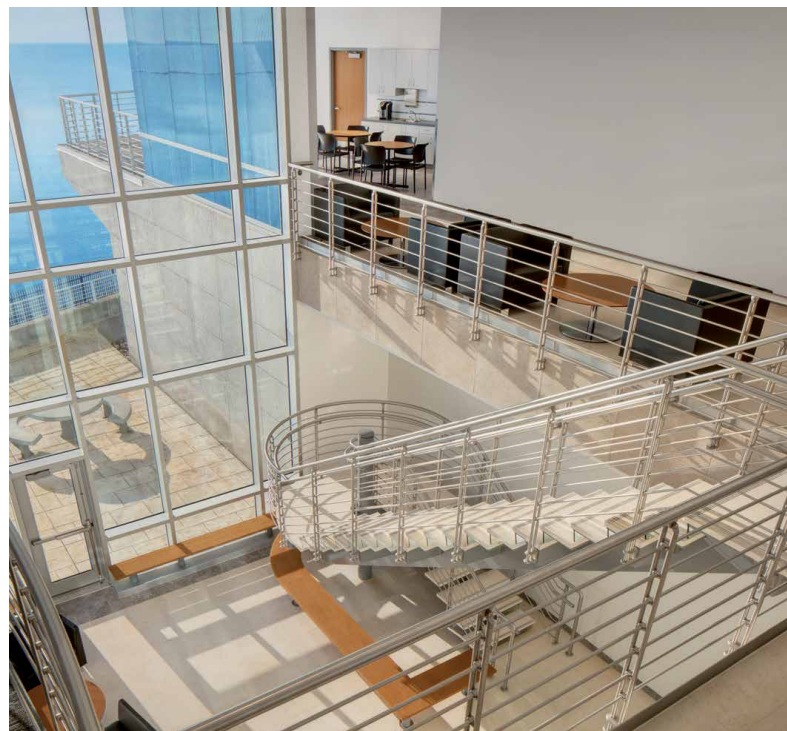
The City of Minnetonka Police Station Renovation and Fire Station Addition project modernized the municipal campus with a comprehensive 97,000 SF transformation, including a 43,000 SF police station remodel, a 15,800 SF police garage addition, and a 37,000 SF fire station addition. The project delivered essential garage and storage space for emergency vehicles and equipment, a dedicated decontamination area, and extensive site improvements such as new electric service, generator, retaining walls, underground storm vault, and well water line. Sustainable features included a white roof for cooling efficiency, reused wood from on-site century-old oak trees, ultra-low-flow plumbing fixtures, smart control and LED lighting, and enhanced landscaping. Delivered using the Construction Manager at Risk (CMaR) method, the project maintained continuous City Hall and water supply operations, resulting in a state-of-the-art public safety campus that advances the City of Minnetonka's commitment to safety, sustainability, and community service.

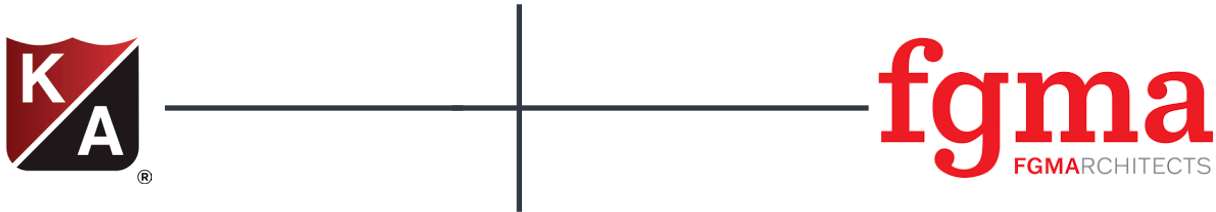


11. FBI MILWAUKEE FIELD OFFICE - OFFICE CAMPUS RENOVATION

FEDERAL BUREAU OF INVESTIGATION*Milwaukee, WI*

The FBI Milwaukee project is a Level IV, built-to-suit project leased to the government for 20 years. The building's occupancy is Class A office space for a federal law enforcement tenant. The office building, annex, parking structure, visitor screening facility, and secondary security entrance were designed and constructed to meet exact specifications and a Program of Requirements similar to those required by the FBI. This four-story, Class A LEED Gold federal office campus serves as the Milwaukee Division's headquarters. The project includes renovation of 65,000 RSF of existing space and the addition of 17,546 RSF. The office building is designed for high efficiency and functionality, featuring Level IV security, a progressive collapse structural system, blast force protection, and a highly secured perimeter and setback.





PROJECT LEADERSHIP

MIKE TIMMERS
Project Director

MARK KOTTEN
National Director of Government Sector

PRECONSTRUCTION + CONSTRUCTION TEAM

JOE KOLAVO
*Preconstruction Services
Manager/Estimator*

MARK BREIDEL
Project Manager

TOMMY CUMMINGS
*Construction
Superintendent*

TECHNICAL RESOURCES TEAM

JON PORTER
Director of Building Science

DAN ANSELMANT
Public Safety Consultant

KYLE GOW
MEP Group Manager

JAY VANDER LEESE
Director of Safety

ANDREA BLAIR
BIM/VDC Group Manager

PROPOSED PROJECT TEAM

Kraus-Anderson proposes a dedicated, site-specific team with direct municipal and public safety facility experience. Each team member will commit the availability necessary to deliver preconstruction and construction services from the 30% design milestone through project closeout.

PROJECT LEADERSHIP



MIKE TIMMERS

Project Director/Director of Operations-Milwaukee

Mike, as your single point of contact, is responsible for corporate oversight of all preconstruction and construction services. He will direct Kraus-Anderson resources to establish and achieve the Village of Germantown goals and expectations. Mike's knowledge and insight, along with his superior organizational skills, gained from managing, directing, and overseeing construction projects of all types and sizes, are key elements in the successful management planning that goes into all of KA's construction projects.



MARK KOTTEN

National Director of Government Sector

As the National Director of Government Sector at Kraus-Anderson, Mark is instrumental in leveraging our expertise for projects like the Village of Germantown Police Department project. Mark will advocate for the City's vision, making sure every aspect aligns with expectations. With a focus on project team coordination and relationship-building, Mark confirms KA's commitment to delivering excellence within established goals at every stage.



PRECONSTRUCTION + CONSTRUCTION TEAM



JOE KOLAVO

Preconstruction Services Manager/Estimator

Joe will be responsible for developing the project cost estimate from schematic documentation to the final cost estimate. He will lead the budgeting/estimating activities during preconstruction. He will also be responsible for assisting in constructability reviews and value management with the project team. Joe will work to confirm that the most current subcontractor pricing trends are reflected in our estimates and that the upcoming bid period of the project is effectively communicated to the subcontractor market.

EDUCATION

Architectural Engineering
Milwaukee School of Engineering
Milwaukee, WI

INDUSTRY EXPERIENCE

Since 2012

RELEVANT PROJECTS

- » City of Eau Claire -
- Training facility preconstruction services
- » City of Cedarburg
- Police & Fire department concept estimating
- » Southern Ozaukee Fire Department
- Headquarters concept estimating
- » Breck Athletic Facility
- Conceptual estimating for a 190,000 SF indoor athletic training facility, soccer fields, baseball fields, banquet hall and retail corridor with hotel on a 150-acre development with a plan for phased construction over 5 years
- » Southridge
- Mixed-Use Multifamily development, providing enclosed parking, retail core and shell space, and 240 units of apartment building with amenity spaces, as well as site development for future phases
- » Steris Labs
- Renovation of an existing space for a new Steris Laboratory location, including office support space, media prep, cleanroom laboratory and sampling space, and their bio-burden handling facility.

PRECONSTRUCTION + CONSTRUCTION TEAM



MARK BREIDEL

Project Manager

Mark will serve as the project manager from preconstruction through construction completion. He will provide management oversight of all project elements including budget and schedule control and overall project communication.

In addition to comprehensive preconstruction phase cost estimating, value engineering, and project scheduling, Mark will develop a cash flow disbursement schedule for use by the Village of Germantown. He will also provide the front-end bidding documents and generate bidder interest in the project. His responsibilities will include subcontractor performance review, subcontractor negotiation and award, monitoring and updating progress schedules, and administration of job site staff.

EDUCATION

B.S., Architecture
University of Minnesota-Twin Cities,
Minneapolis, MN

INDUSTRY EXPERIENCE

Since 2004

RELEVANT PROJECTS

- » Ellsworth High School
 - 15,000 SF fitness center, greenhouse, and CTE classroom additions and renovations to existing 2-story high school
- » West Salem High School
 - 40,000 SF CTE addition with a fitness center, greenhouse replacement, and renovations at the high school
- » Village of Lake Delton
 - 10,094 SF interior renovation of existing Delton Kay C. Mackesey - administration building
- » Verizon Wireless
 - 18,500 SF expansion to existing Master Switch Center including demo of existing

PRECONSTRUCTION + CONSTRUCTION TEAM



TOMMY CUMMINGS

Construction Superintendent

Tommy is responsible for the day-to-day supervision and management of all construction activities associated with the Village of Germantown Public Safety Training Facility project. He is directly responsible for scheduling, coordination, quality control, and confirming the safety of all on-site personnel, as well as overseeing general procedures. Tommy will hold weekly meetings with trade contractors to review the progress of the work. He is also the direct point of contact for users regarding logistics and coordination of ongoing operations. During the construction phase, he will work closely with project manager Mark Breidel to lead, manage, and direct all field activities.

Tommy’s responsibilities will involve preparing detailed construction schedules, conducting daily safety huddles and weekly trade foreperson meetings, monitoring the safety program, administering construction support activities, confirming construction compliance, resolving field installation details/issues, and developing a punch list.

EDUCATION

Normandale Community College
Bloomington, MN

INDUSTRY EXPERIENCE

Since 1993

RELEVANT PROJECTS

- » Village of Summit
 - 20,000 SF of new public works buildings, including a 15,000 SF police and city hall building, and a 5,000 SF timber-framed salt storage building
- » City of Oconomowoc
 - A 20,000 SF new public works facility that houses offices, and equipment
- » U.S. Department of Veterans Affairs
 - 8,781 SF new VA Olympia Fields outpatient clinic
- » Enerpac
 - 47,734 SF corporate HQ office build-out
- » Menasha Corporation
 - 89,000 SF addition to a manufacturing facility, including interior remodel of the mezzanine, restroom, breakroom, stair tower and 9,274 SF new office space; and site work consisting of a new 100-stall parking lot and fire lane

TECHNICAL RESOURCES TEAM

Our technical experts are available to offer support across various areas, including market trends, cost estimating, value management, Building Information Modeling (BIM), constructability, quality management, and safety. Their invaluable contributions are immediately apparent during the preconstruction phase, where they efficiently identify and resolve conflicts and challenges long before they can manifest in the field, potentially causing cost overruns and delays. With a proven track record of successfully planning and executing numerous construction projects similar to yours, our technical experts have become an indispensable asset to our clients.



KYLE GOW, PE (MN)

MEP Group Manager

Kyle specializes in long-term growth strategies, mechanical system design, and MEP coordination. Known for his cost estimating and preconstruction expertise, he provides options analysis, constructability review, and project scheduling, while overseeing installation, commissioning, and occupancy planning.



JON PORTER, PE (MN), ASSOCIATE AIA

Director of Building Science

Jon’s 30 years of commercial building expertise bring invaluable building science knowledge to Kraus-Anderson. He advises on constructability, materials, workflow, installation techniques, and testing protocols. Jon also oversees Kraus-Anderson’s quality control and assurance programs.



ANDREA BLAIR

BIM/VDC Group Manager

Andrea plays a key role on the team by leveraging Building Information Modeling and Virtual Design and Construction (BIM/VDC) technologies to improve project efficiency and coordination. She applies Lean principles to proactively identify system conflicts before construction, streamline clash detection, and minimize costly rework. Andrea also utilizes a range of in-house reality capture tools, including drone operations and laser scanning technologies, to capture precise existing conditions that support design validation, quality control, and progress documentation. Her expertise helps drive better project outcomes while reducing both time and resource expenditures.



JAY VANDER LEEST

Director of Safety

Jay’s responsibilities include corporate construction safety management, federal, state, and local regulations, investigations, evaluations, and analyses of job site issues, training and employee development, inspections, policy development and implementation, Workers’ Compensation and claims management, record-keeping, strategic planning, Safety Department leadership, and further development of a safety culture through KA and our contracting partners.

TECHNICAL RESOURCES TEAM



DAN ANSELMANT

Public Safety Consultant

Dan is a public safety professional with 20 years of experience as a practitioner and subject matter expert in various areas within law enforcement, forensics, and public safety training, most recently regarding public safety training centers. He brings with him a unique skillset through his work, getting a \$30M public safety training center construction project completed and the facility staffed and operational. This state-of-the-art training center now supports over 55 federal, state, county, and local city public safety agencies in the east metro area of the Twin Cities. This facility has become a gold standard for other agencies nationwide, and Dan frequently consults with other agencies from around the U.S. who are looking to design and build their own training facility.

His knowledge regarding public safety training, operating, and maintaining a firearms range, managing a laboratory and various training environments, and working as a project manager to develop a 2-acre outdoor training location for human remains makes Dan a valuable resource and allows him to give a much-needed perspective when designing a facility. He is a strong asset to any team regarding the design and use of these facility spaces. He has identified vulnerabilities and design changes needed that will better allow organizations to remain in compliance with OSHA regulations regarding hazardous lead waste, lead mitigation strategies, and other facility-related designs to assist with the overall operations, which have been valuable to architects and construction companies.

Dan holds a B.S. degree from Metropolitan State University and an M.A. degree in Organization Leadership through Concordia University. He is a licensed police officer and teaches at two large universities. Dan has been awarded a Life-Saving Award and several Distinguished Service Awards as a police officer.



PROJECT APPROACH

Project Understanding

The Village of Germantown is undertaking one of its most significant public safety investments in recent history — the complete replacement of its existing police department facility with a new, approximately 64,500 to 66,500 SF headquarters designed to serve the community for decades to come. Sited at the former Department of Public Works building at N122 W17177 Fond du Lac Avenue, the project involves complex site conditions, a substantial 2,500-foot sanitary sewer and water main extension, and technically demanding program elements — including a live-fire range, secure indoor sallyport, evidence storage, and modern police administration and investigation spaces.

Kraus-Anderson understands that the Village's primary concerns center on five interrelated challenges: unpredictable bedrock conditions that could introduce cost and schedule risk; the complexity and safety requirements of the live-fire range systems; the logistics of a 2,500-foot utility corridor along a live public roadway; long lead times for specialized range HVAC and electrical switchgear; and maintaining rigorous budget discipline within a \$35 million construction budget while protecting a 30-year operational life cycle for the facility.

Kraus-Anderson will join the project team at the 30% design milestone, working in close collaboration with FGM Architects to deliver preconstruction and construction phase services under a Guaranteed Maximum Price (GMP) contract framework. The team's approach is grounded in the principle that the most successful construction projects start with collaborative planning and communication well before breaking ground, allowing every decision to be made with accurate cost and schedule data in hand.

Bedrock Risk

Range Complexity

Utility Logistics

Long-Lead Equipment

Budget Discipline

Life Cycle Focus





Pre-Construction Services

Kraus-Anderson's preconstruction process is a cornerstone of its project delivery approach, emphasizing collaboration, transparency, and strategic planning. At its core, the team considers that the greatest ability to influence cost, schedule, quality, and constructability occurs well before construction starts — making early integration at the 30% design milestone a critical advantage for the Village.

Cost Estimating and Estimate Reconciliation



Kraus-Anderson will provide detailed milestone estimates at the 30%, 60%, 90%, and 100% design phases, reconciling each estimate with FGM Architects to confirm alignment between design intent and budget reality. Leveraging the team's proprietary Modelogix platform and historical project cost database, estimates will be structured to reflect the actual level of design detail at each milestone — from conceptual system-level modeling through trade-specific line items as the documents mature. All estimates will be presented as living documents, updated transparently throughout the design phase to reflect market conditions, design evolution, and any scope adjustments — eliminating financial surprises for the Village.

Value Management

Value management at Kraus-Anderson is a collaborative team endeavor involving not just the project manager and estimator, but also the project superintendent, in-house MEP specialists, and building science managers — all working together to identify alternatives that protect design intent while aligning scope with the Village's \$35 million budget and the facility's 30-year operational life cycle requirements. Alternatives will be tracked within the estimate body as voluntary alternates, allowing the full cost impact to be seen in real time as options are accepted or rejected by the Village and FGM Architects.

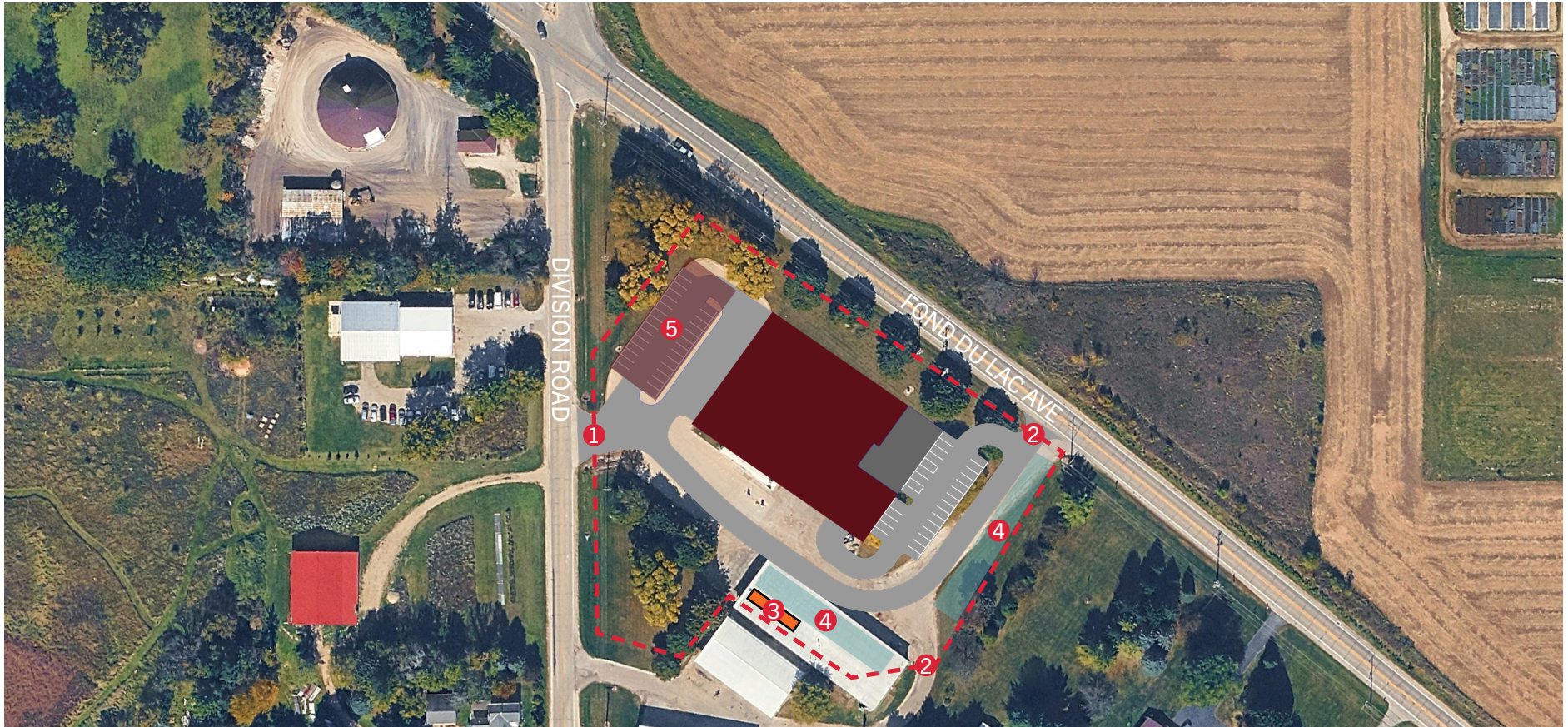
Constructability Reviews



Kraus-Anderson will conduct rigorous constructability reviews at each design milestone, with particular focus on the two highest-risk technical elements: bedrock excavation and live-fire range systems. These reviews identify and resolve conflicts within the documents, detect and eliminate future change orders and requests for information, minimize project delays, and enhance overall project scheduling. BIM and VDC tools will be employed to detect system conflicts — particularly between mechanical ductwork, ballistic wall assemblies, and structural elements — before construction begins, preventing costly field rework.

Baseline Schedule Development

Kraus-Anderson will develop a comprehensive baseline construction schedule at the outset of the preconstruction phase that encompasses all critical milestones — from design completion through construction and closeout. The schedule will specifically account for long-lead equipment procurement, with early identification of specialized range HVAC systems and electrical switchgear that carry extended manufacturing lead times. The schedule will also address sequencing for the utility extension corridor, earthwork and bedrock mitigation, and the phased construction approach required on the Fond du Lac Avenue site.



- ① TRUCKING/HAULING/PRIMARY DELIVERY ENTRANCE
- ② GATE
- ③ OFFICE TRAILER
- ④ CONSTRUCTION PARKING
- ⑤ MATERIAL LAYDOWN/STAGING AREA

Utility Extension Strategy

The 2,500-foot sanitary sewer and water main extension represents one of the most logistically demanding elements of this project, requiring careful coordination along Fond du Lac Avenue to manage traffic, maintain public access, and control costs within the overall \$35 million construction budget.

During preconstruction, Kraus-Anderson will work with FGM Architects and the Village's civil engineer to conduct a detailed constructability review of the utility corridor, identifying trench depth requirements, potential bedrock interference along the route, and any conflicts with existing underground utilities. Bedrock conditions identified along the Fond du Lac Avenue alignment will be modeled early to avoid unforeseen excavation costs and to give the Village a realistic contingency framework before the GMP is established.

Our team will develop a phased utility installation sequence that coordinates closely with the building construction timeline. The utility extension will be advanced as an early work package — activated ahead of the main building footprint work — so that site service connections are ready and available when the facility structure reaches critical milestones. This sequencing strategy directly supports schedule compression and eliminates the risk of the building being ready while utility connections remain incomplete.

A detailed traffic control and disruption avoidance plan will be prepared for work along Fond du Lac Avenue, addressing site entrance and exit points, designated delivery and staging zones, signage and wayfinding, and coordination protocols with the Village and adjacent property owners. Stormwater management controls will be established and maintained in compliance with Best Management Practice (BMP) requirements throughout the duration of the utility excavation work.

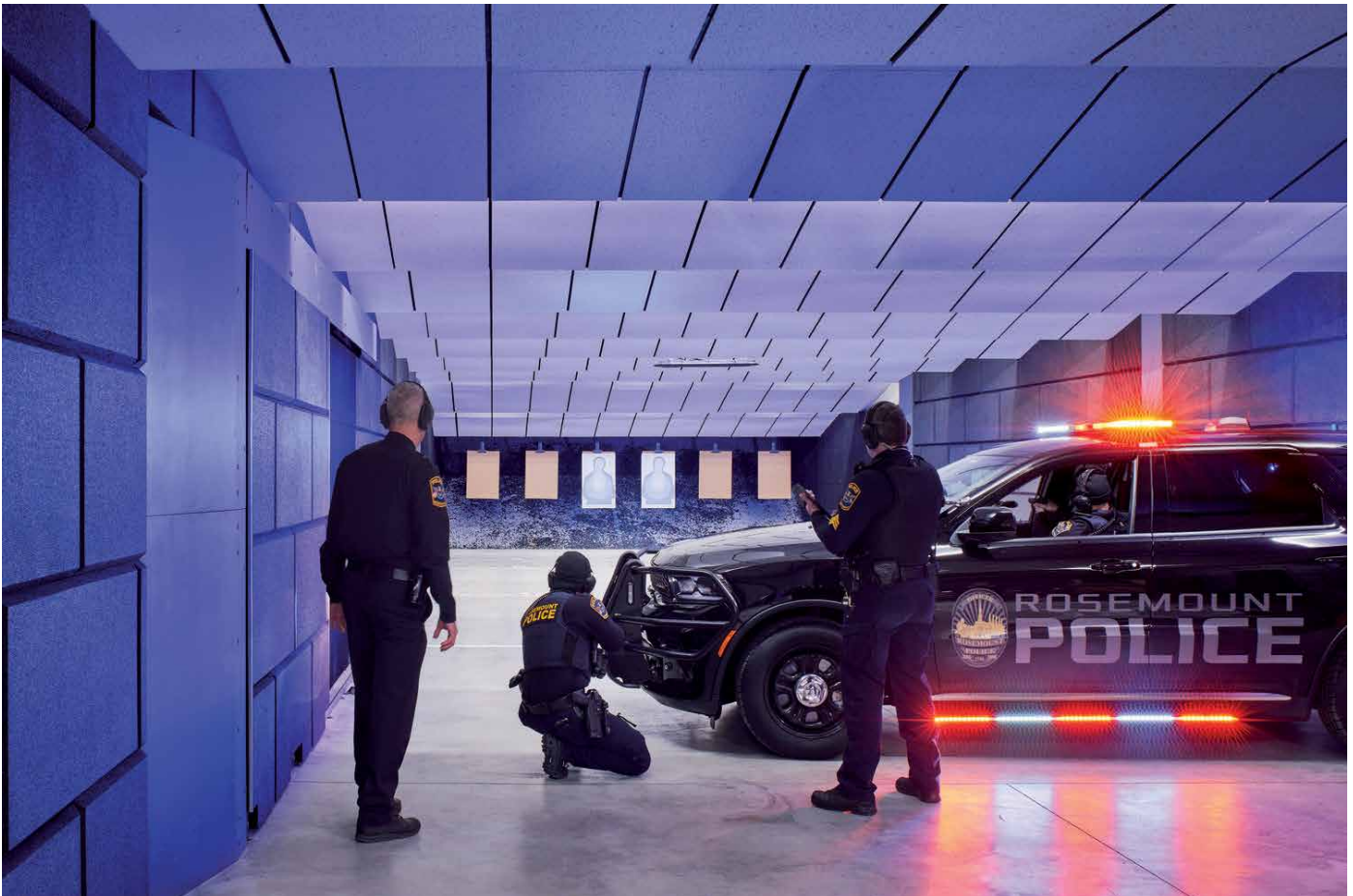


Live-Fire Range Integration

The indoor live-fire range is one of the single most technically complex element of the new Germantown Police Department facility, requiring specialized expertise in ballistic containment systems, acoustic isolation, and dedicated range ventilation. Kraus-Anderson treats this scope as a distinct work package within the broader project, applying focused constructability review, early procurement, and heightened quality inspection protocols to this element from the start of preconstruction.

During the design phase, Kraus-Anderson's in-house MEP specialists will engage directly with FGM Architects and the range systems designer to review ventilation design documents for accuracy, thoroughness, code compliance, and value management opportunities. BIM coordination will be used to confirm that the range exhaust and supply systems, ballistic wall assemblies, and structural elements are fully coordinated, with all system conflicts resolved in the virtual environment before construction activities commence.

The specialized range HVAC system will be identified as a long-lead item at the outset of preconstruction, with early manufacturer engagement initiated to confirm lead times, lock in equipment specifications in coordination with the design team, and sequence procurement to avoid any impact on the construction schedule. During construction, preinstallation meetings will be held with the range systems installer before any ballistic or ventilation components are placed, confirming that trade sequencing, fit, and performance standards are understood and agreed upon by all parties. Inspection checkpoints specific to ballistic panel installation, trap and bullet containment, and ventilation system performance will be built into the project's quality control plan.



Safety and Quality Management

Job site safety is Kraus-Anderson's top priority. Our team strives for zero lost time on every project through a proactive, prevention-first approach to safety management. For the Germantown Police Department project, a site-specific safety plan will be developed that includes an emergency management plan developed jointly with the Village, safety program reviews for each subcontractor, a comprehensive job site safety orientation, daily safety huddles, weekly toolbox meetings led by the superintendent, and weekly OAC progress meetings to keep all stakeholders aware of ongoing and upcoming construction activities.

Special safety protocols will govern work within and adjacent to the live-fire range construction zone. Given the specialized nature of ballistic wall system installation and range ventilation equipment, Kraus-Anderson will implement mandatory preinstallation meetings for these scopes, with all trade personnel briefed on the specific handling, sequencing, and installation requirements before work commences. Inspection checkpoints will be established at critical installation stages to confirm compliance with design specifications and all applicable safety standards.

Kraus-Anderson's quality assurance and quality control program spans all project phases, from preconstruction through closeout, with an emphasis on prevention over correction. During construction, quality control will be maintained through full-time on-site supervision and preinstallation meetings for all critical work scopes, with daily job site walks conducted to confirm the quality of work as it progresses. The closeout phase will include system testing and commissioning, walk-throughs with Village facility personnel, and comprehensive as-built documentation to support the long-term 30-year operational life cycle of the new facility.

Throughout all phases, Kraus-Anderson will leverage Forma Build (Formerly known as Autodesk Build) for real-time communication, document control, and project reporting, making sure the Village, FGM Architects, and all project stakeholders have access to current schedules, submittals, and project status information at all times. Monthly progress reports, ongoing budget tracking, and schedule updates will be delivered to the Village throughout the construction phase, providing full transparency and supporting prompt, informed decision-making at every stage of the project.



COST PROPOSAL

CONSTRUCTION MANAGEMENT SERVICES PROPOSAL

Request For Proposal (RFP) response prepared for the

Village Germantown, WI - Police Dept Facility

CONSTRUCTION MANAGER NAME: Kraus-Anderson Construction



KRAUS-ANDERSON®

1. Estimated Construction Cost **\$28,000,000.00**
2. April 2027 -June 2028

	Total Assumes 14 month Construction Phase duration	Monthly	
CONSTRUCTION MANAGEMENT FEES AND INSURANCES			Notes
Construction Management Fee	1.75%	1.75%	CM Fee
Umbrella Liability Insurance	1.00%	1.00%	Umbrella Liability Insurance
Builder's Risk Insurance	0.00%	0.00%	By Owner, KA can provide quote if applicable
Performance and Payment Bond	0.0545%	0.0545%	Performance & Payment bond
Construction Management Fee and Insurance %:	2.80%	2.80%	
PRECONSTRUCTION PHASE			Notes
Pre-Construction Phase Services Fixed Fee	\$ -	\$ -	No cost with Award
Pre-Construction Sub-Total:	\$0.00	\$0.00	
CONSTRUCTION PHASE - PROJECT PERSONNEL			Notes
Field Superintendent	\$ 363,720	\$ 25,980.00	
Project Manager	\$ 363,720	\$ 25,980.00	
Public Safety Consultant	\$ 19,600	\$ 1,400.00	
On-Site Personnel Sub-Total:	\$ 747,040	\$ 53,360.00	
CONSTRUCTION PHASE - ADDITIONAL ADMINISTRATION			Notes
Project Director and National Market Sector Leader	\$ -	\$ -	Included in Fee
General Superintendent	\$ 17,360	\$ 1,240	
Safety Personnel	\$ 16,240	\$ 1,160	
Project Coordinator	\$ 67,894	\$ 4,850	
Project Accountant	\$ 7,840	\$ 560	
Construction Manager Expenses Sub-Total:	\$ 109,334	\$ 7,810	
REIMBURSABLE EXPENSES			Notes
Telecommunications Allocation	\$ 25,500	\$ 1,821	
Copy/Postage/Supplies - Allocation	\$ 24,000	\$ 1,714	
Project Collaboration - IT Allocation	\$ 44,304	\$ 3,165	
Superintendent Vehicle	\$ 30,310	\$ 2,165	
Reimbursable Sub-Total:	\$ 124,114	\$ 8,865	
SUMMARY	Total	Monthly	Notes
	Assumes 14 month Construction Phase duration		
CONSTRUCTION MANAGEMENT FEES AND INSURANCES	2.80%	2.80%	
PRECONSTRUCTION PHASE	\$ -	\$ -	
CONSTRUCTION PHASE - PROJECT PERSONNEL	\$ 747,040	\$ 53,360	
CONSTRUCTION PHASE - ADDITIONAL ADMINISTRATION	\$ 109,334	\$ 7,810	
REIMBURSABLE EXPENSES	\$ 124,114	\$ 8,865	
GENERAL REQUIREMENTS - ASSUMED COST OF WORK	see below	see below	Cost of Work
Totals:	\$ 980,488	\$ 70,035	
GENERAL REQUIREMENTS - ASSUMED COST OF WORK			Notes
Temporary Heat and Conditioning (equipment and fuel)	\$ -	\$ -	Cost of work
Job Trailer (setup, removal, utility hookups & operating costs)	\$ -	\$ -	Cost of work
Copy, Postage, Office Supplies	\$ -	\$ -	Cost of work
Temporary Utilities	\$ -	\$ -	Cost of work
Travel Expenses (Subsistence) / Mileage	\$ -	\$ -	Cost of work
Dumpsters / Hauling / Tipping Fees	\$ -	\$ -	Cost of work
Tools / Equipment	\$ -	\$ -	Cost of work
Safety Supplies and/or Equipment	\$ -	\$ -	Cost of work
Temporary Toilets	\$ -	\$ -	Cost of work
Project Signage	\$ -	\$ -	Cost of work
Delivery / Yard Expenses	\$ -	\$ -	Cost of work
General Requirements Total	\$ -	\$ -	

PROOF OF INSURANCE AND BOND ABILITY

Insurance Coverage

Kraus-Anderson Construction Company utilizes Kraus-Anderson Insurance Agency for standard insurance coverage, including general liability, builder's risk, and all other requirements applicable to a project of this scale. A Certificate of Liability Insurance confirming current coverage levels is available and will be included as an appendix to this submission.

Subcontractor Default Insurance

To provide an additional layer of financial protection, Kraus-Anderson uses Subcontractor Default Insurance (SDI) alongside traditional bonding wherever possible. SDI offers broader and more flexible coverage than conventional subcontractor bonding, and grants Kraus-Anderson greater control over claims resolution in the event of a default — supporting timely project delivery and protecting the Village from non-payment exposure at the second-tier level. Additionally, Kraus-Anderson maintains a lien waiver policy to confirm that all subcontractors are paying their sub-subcontractors and suppliers, providing the Village with protection against non-payment concerns throughout the construction phase of the New Police Department Facility.

Bonding Capacity

Kraus-Anderson confirms the ability to furnish 100% Performance and Payment Bonds for the Village of Germantown's New Police Department Facility at the required \$30 million total project cost threshold.

Kraus-Anderson's bonding company is Travelers Casualty and Surety Company of America. Travelers Casualty and Surety Company of America has bonded Kraus-Anderson for over 60 years and stands as a leader in the surety industry for over a century. **Kraus-Anderson remains financially strong with a bond program of \$500 million per contract, with an overall capacity of \$1.2 billion** — well in excess of the \$35 million bond requirement established by this RFP.

In the past, Travelers has supported and bonded Kraus-Anderson projects up to \$500,000,000, demonstrating the depth of the surety relationship and the financial standing of Kraus-Anderson relative to the demands of this engagement.

Insurance Questions

For questions regarding insurance capabilities or capacities, please contact:

**Clay Shelton, CPCU, Senior
Director of Risk Management**

952-707-8211

clay.shelton@krausanderson.com

Bonding Questions

For questions regarding bonding capabilities, please contact:

**Mary Jo Dingwall,
Director of Surety —
Kraus-Anderson Insurance**

952-426-6281

mdingwall@kainsurance.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/22/2025

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 Kraus-Anderson Insurance Agency, Inc. 420 Gateway Blvd Burnsville MN 55337	CONTACT NAME: Certificate Department PHONE (A/C No. Ext): 952-707-8200 FAX (A/C No): 952-890-0535 E-MAIL ADDRESS: Certificates@kainsurance.com	
	INSURER(S) AFFORDING COVERAGE INSURER A : Travelers Property Casualty Co INSURER B : St. Paul Mercury Insurance Com INSURER C : INSURER D : INSURER E : INSURER F :	
INSURED Kraus-Anderson Construction Co. 501 S 8th Street Minneapolis MN 55404	NAIC # 25674 24791	

COVERAGES **CERTIFICATE NUMBER:** 1857556446 **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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ XCU ☒ SIR \$500,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	Y	VTJEXGL5836B446	12/31/2025	12/31/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY		VTJ-CAP-5836B330	12/31/2025	12/31/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000		CUP-3L210197-25-25	12/31/2025	12/31/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
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	UB1L070428	12/31/2025	12/31/2026	☒ PER STATUTE ☐ OTH-ER Loss Lmt 250,000 E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: For Informational Purposes Only. The Certificate Holder is an Additional Insured under the Commercial General Liability when required by written contract;

CERTIFICATE HOLDER Century Link	CANCELLATION 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
---	--

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

© 1988-2015 ACORD CORPORATION. All rights reserved.

**Chris Davidson***Account Executive
Travelers Bond
St. Paul, MN**(651) 310-6865
(866) 269-4992 (fax)**385 Washington MC9275-
SB04B
St Paul, MN 55102***January 8, 2026**

To whom it may concern,

Re: Kraus-Anderson Construction Co. Bonding

Kraus-Anderson Construction Company is a highly regarded and valued client of Travelers Casualty and Surety Company of America (Travelers). It has been our privilege to provide surety bonds for Kraus-Anderson Construction Company for over 60 years. During that time, they have built and we have bonded projects for a wide variety of owners. In the past we have been asked, and supported, projects up to \$600,000,000. Currently we provide a bond program with an overall capacity of \$1,200,000,000 with the ability to stretch significantly. They truly are one of our finest accounts nationally and we are confident of their ability to perform.

Please note that the decision to issue performance and payment bonds is a matter between Kraus-Anderson Construction Company and Travelers, and will be subject to our standard underwriting at the time of the final bond request, which will include but not be limited to the acceptability of the contract documents, bond forms and financing. We assume no liability to third parties or to you if for any reason we do not execute said bonds.

Sincerely,

**TRAVELERS CASUALTY AND SURETY
COMPANY OF AMERICA****Chris Davidson
Attorney in fact**

DRAFT CONTRACT

Please see separately attached draft contract for your review.

VILLAGE OF GERMANTOWN POLICE DEPARTMENT FACILITY



Proposal for:

CONSTRUCTION MANAGEMENT SERVICES



FIRM PROFILE:

LEGAL NAME:

Moore Construction Services, LLC

ADDRESS:

W146 N5650 Enterprise Ave,
Menomonee Falls, WI 53051

TYPE OF ORGANIZATION:

Established Limited Liability Company

STAFF SIZE:

30

YEAR ESTABLISHED:

2007

SERVICES:

Pre-Construction
Construction Management

CONSULTANTS:

Siteguard Safety Services

AWARDS:**Daily Reporter**

Top Projects

Milwaukee Business Journal

Real Estate Awards
Best Places to Work
Largest Milwaukee-Area Construction Firms



Positively Impacting Lives

At Moore Construction Services we are driven by our mission of *Positively Impacting Lives*. Our partnership approach and how we engage with our customers, designers, subcontractors and employees is reflective of this mission, guiding every interaction and decision we make. It's what we strive for each and every day as we work to deliver meaningful, reliable outcomes for our clients and the communities we serve.



YOUR CONSTRUCTION PARTNER

VILLAGE OF GERMANTOWN DPW

GERMANTOWN, WI



YOUR CONSTRUCTION PARTNER



**CONSTRUCTION
MANAGEMENT**

The new Germantown Department of Public Works spans 141,000 sq. ft. across three buildings on a 37-acre site, consolidating the Village's operations under one roof and modernizing spaces for equipment, vehicles and staff. The site includes dedicated workshops for each division, drive-through truck wash bays, a state-of-the-art vehicle maintenance shop, dedicated fueling station, a yard waste collection and composting facility, and advanced brine making capabilities.

HARTFORD CITY HALL

HARTFORD, WI



**CONSTRUCTION
MANAGEMENT**

This project consisted of a 52,000 sq. ft. remodel of the existing city offices to create new spaces for City Hall & the Police Department, including a new 2,500 sq. ft. Sally Port addition. This project was completed in 3 phases to allow the city offices to remain open during construction.

JACKSON COMMUNITY CENTER

JACKSON, WI



YOUR CONSTRUCTION PARTNER

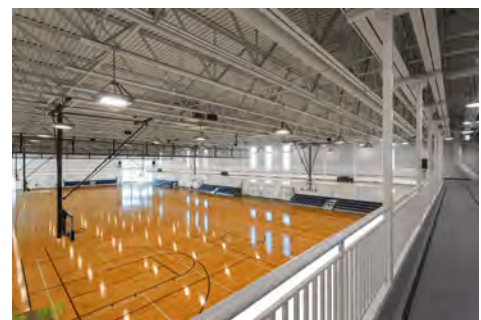


**CONSTRUCTION
MANAGEMENT**

A 9,840 sq. ft. addition and full renovation transformed the Jackson Community Center while keeping the facility open throughout construction. The project enhances a wide range of community offerings — including senior meals, business meetings, fitness classes, pickleball leagues, early education programs, youth services, and church gatherings.

NEW BERLIN ACTIVITY AND RECREATION CENTER PHASE II

NEW BERLIN, WI



**CONSTRUCTION
MANAGEMENT**

The second phase of the ARC is a 57,000 sq. ft addition includes an indoor gymnasium, sport courts, meeting spaces, concession area, elevated track & exercise space.

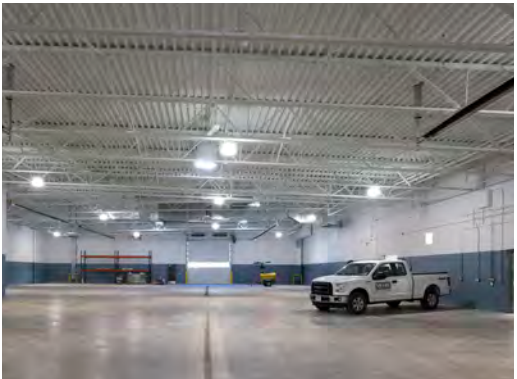
NEW BERLIN DPW
NEW BERLIN, WI



**CONSTRUCTION
MANAGEMENT**

Our team is partnering with Perspective Design and The City of New Berlin to add two 23,000 sq. ft. cold storage buildings to the 10 acre site for the city's new Department of Public Works.

NEW BERLIN UTILITIES
NEW BERLIN, WI



**CONSTRUCTION
MANAGEMENT**

The City of New Berlin remodeled 8,700 sq. ft. of their existing building and constructed a 25,000 sq. ft. addition. This addition included combining the offices, vehicle storage, and a workshop, in addition to centralizing the Water Utility Department to better serve its customers.

MICHAEL J. MOORE

PRESIDENT

EXPERIENCE

After a successful career in construction that spanned over three decades, Mike founded Moore Construction Services in 2007. His business acumen and commitment to exceptional project delivery has helped fuel the company's growth since its inception, earning multiple designations as one of the fastest growing companies in the region. Clients credit Mike's strong project management skills and abilities, his no nonsense approach to customer service, and his ability to assemble and organize highly efficient teams, as his primary keys to success. Most importantly, he commits to a true partnership approach on each and every project which supports the company's mission to positively impact lives. This commitment has earned him a strong reputation in the industry for achieving high quality results.

Mike's role as President of Moore Construction Services is to manage and mentor all team members while ensuring the client's goals are kept top of mind and achieved. With more than \$1 billion worth of commercial projects under his belt and experience in building a strong and successful business operation, Mike is a leader who achieves project success.

EDUCATION & AWARDS

University of Wisconsin-Stout, 1984

Bachelor of Science, Industrial Technology, Concentration in Building Construction
President Award, 2015 *The Chamber, Inc - Greater Menomonee Falls & Sussex* Captain of Industry, 2017, *The Chamber, Inc - Greater Menomonee Falls & Sussex* Future 50 Award 2017, 2018, 2019, 2021, 2022, 2023, 2024 *MMAC*
Fastest Growing Firm, 2018, 2019, 2020 *Milwaukee Business Journal*
Emerging Business of the Year, 2019, *The Daily Reporter*
Business Owner of the Year, 2019, *The Daily Reporter*
Humanitarian of the Year, 2021, *The Chamber, Inc - Greater Menomonee Falls & Sussex*
Best Places to Work, 2023, 2024, *Milwaukee Business Journal*

PROFESSIONAL AFFILIATIONS

University of Wisconsin - Stout

Industry Advisory - STEM College/Construction Program 2018-19 Committee Chair
Menomonee Falls Chamber of Commerce, 2013 President
Metropolitan Milwaukee Assoc. of Commerce, CEO Roundtable Facilitator
Catholic Memorial High School, Building Committee Chair
Menomonee Falls Chamber of Commerce, CEO Roundtable Facilitator
Froedtert Menomonee Falls Hospital, Foundation Board Member
UW Stout and The Chamber, Guest Speaker, Servant Leadership
Beyond Vision, Board Member
Acacia, Roundtable Facilitator



NOTABLE PROJECTS

COMMERCIAL PROJECTS

Ally's Bistro & Ally's Powerhouse
Alto-Shaam
Amazon DML6
Beyond Vision
Burghardt Sporting Goods
Chenequa Country club
Entrust Manufacturing
Five Star Manufacturing
Glenroy, Inc.
Moore Corporate Office
Server Products, Inc.
Standard Electric Supply
Village of Germantown DPW
Westmoor Country Club
Yerkes Observatory

INSTITUTIONAL PROJECTS

Carroll University
Catholic Memorial High School
Crossroads Community Church
Fox Point Lutheran Church
Germantown DPW
Hartford City Hall & Police Station
Holy Apostles Adoration Chapel
Menomonee Falls School District
New Berlin Utilities
New Berlin Historical Museum
New Berlin DPW
New Berlin Activity and Recreation Center
Rogers Behavioral Health
St. Dominic Church and Gym
Waukesha School District
Wauwatosa Ave. United Church

MULTI-FAMILY PROJECTS

Arrabelle Apartments
Drexel Ridge Apartments Phase II
Orchard Hills
SoNa Lofts
Tennessen Flats & Fussville Market
The Westerly Senior Living



TOM SMITH, LEED AP

EXECUTIVE VICE PRESIDENT

EXPERIENCE

Tom is a highly-respected construction industry executive with 40+ years of project management experience in a variety of building types of all sizes and complexities. His forte is the ability to engage early on a project so he can establish a strong foundation by accurately estimating, budgeting and scheduling the project in real time. Once these preconstruction activities are complete and the goals for the project are established, Tom oversees the project managers and other team members to ensure they carry out all construction activities in a first-class manner. His guidance, knowledge and support enhance the entire building process and give owners the assurance that a successful outcome will be achieved.

Tom's core areas of expertise include commercial office, industrial, healthcare, multi-family housing, senior living and hospitality/retail. In these areas, he managed over \$1 billion worth of construction on hundreds of projects.

EDUCATION & TRAINING

University of Wisconsin - Madison 1983

Bachelor of Science, Construction Management

Icon of the Industry, 2020, *The Daily Reporter*

PROFESSIONAL AFFILIATIONS

American Institute of Constructors

City of Waukesha, Member of the Board of Appeals

NAIOP - Wisconsin

Project Management Institute

Wisconsin Green Building Alliance

WasteCap Wisconsin

NOTABLE PROJECTS

COMMERCIAL PROJECTS

Alto-Shaam
Amazon DML6
Beyond Vision
Burghardt Sporting Goods
Copart, Inc.
Five Star Fabrication
Lynch Truck Center
Metal Era
Orthopaedic Associates of Wisconsin
Tesla, Inc.
Westmoor Country Club

INSTITUTIONAL PROJECTS

City of New Berlin
Fox Point Lutheran Church
Germantown DPW
Jackson Community Center
Innovation Station
Mequon-Thiensville Community Promenade
Primrose School of Brookfield
Rogers Behavioral Health
Victory Christian Academy
Wauwatosa School District
Yerkes Observatory

MULTI-FAMILY PROJECTS

Arrabelle Apartments
Drexel Ridge Apartments Phase II
Cedar Community
Norden Range Apartments
Orchard Hills Apartments
SoNa Lofts
The Emree
The Granary
The Margeurite Apartments
The Westerly
Tennessen Flats & Fussville Market



KATHRYN SULLIVAN

ESTIMATOR / PROJECT MANAGER

EXPERIENCE

Working in the industry for a decade, she has experience managing a variety of complex projects in commercial, industrial, educational, and religious industries.

Kathryn is responsible for managing the planning, schedule preparation, resource allocation, bid tracking and forecasting on her projects. Her supportive and friendly demeanor, as well as passion for the industry, helps ensure project success.

EDUCATION & TRAINING

Milwaukee School of Engineering

Bachelor of Science in Construction Management

Project Manager of the Year, 2025, Daily Reporter

NOTABLE PROJECTS

COMMERCIAL PROJECTS

Aurora Clinic Rehabilitation Wing
Aurora Clinic First Floor
Beyond Vision- VisABILITY Center
Mica Tool
National Business Furniture
Siebert Lutheran Foundation Office
TCI

INSTITUTIONAL

Germantown DPW
Hope Church
Lynch, Waterford
Marian Milwaukee
MIAD 4th Floor
MSOE STEM Center
MSOE Baseball Fields
Rogers Behavioral Health
Ridge Community Church, Greenfield
Ridge Community Church, Oak Creek
Southbrook Church
Salem Lutheran Church

MULTI-FAMILY

Point Place
Mammoth Springs
Menomonee Falls Mixed-Use
St. Mary of the Hill



JASON BIVER

SENIOR PROJECT SUPERINTENDENT

EXPERIENCE

Jason's expertise in construction and facilities management encompasses more than thirty years of supervising building projects of all sizes and types throughout Southeastern Wisconsin. Currently, Jason's focus is on commercial and industrial projects that are complex and have many stakeholders.

On the jobsite, Jason is successful at problem solving and running an efficient program to achieve client objectives. He manages daily on-site operations and oversees subcontractor work, monitoring all construction-related tasks so they are accomplished safely, within the approved schedule and in a high-quality manner that is representative of Moore Construction Services. Jason is an aggressive project advocate, a self-starting leader with high standards and has the expertise needed to turn challenges into positive results.

EDUCATION & TRAINING

OSHA 10 Hour Certification, 2009

Uniform Dwelling Code Training, 2006

Managing Exterior Moisture Course, 2005

Rough Terrain Telescopic (Fork Lift) Certification (OSHA 1926.602), 2000 & 2011

Basic Supervision Course, 1999

Completed Course of Facilities Management, 1998

Completed C.P.O Course, Cert.#85-54750, 1996

NOTABLE PROJECTS

COMMERCIAL PROJECTS

Amazon DML6
Chicago Tube & Iron
Copart, Inc.
Create-A-Pack
Entrust
Five Star Fabricating
Gray & Associates Law Offices
Harken
Ingeteam
Kapco
Lake Geneva Yacht Club
Landmark Credit Union
Metal Era
River Glen
Rogers Behavioral Health
Rosendale Biodigester (BD2)
Sendik's Grocery Stores
Standard Electric Supply
Tesla, Inc.

INSTITUTIONAL PROJECTS

St. Anthony on the Lake
Trek
University of Wisconsin Oshkosh
Catholic Memorial High School -
Sullivan Campus



LEE DUHS

ASSISTANT PROJECT SUPERINTENDENT

EXPERIENCE

As an Assistant Project Engineer, Lee supports our project superintendents by managing trade coordination, overseeing punch lists, and maintaining the electronic documentation required for each project.

His experience in the industry has given him the tools to succeed on the jobsite as a passionate team player with a proactive approach.

NOTABLE PROJECTS

COMMERCIAL PROJECTS

Amazon
Tesla, Inc.
Five Star Fabricating
Germantown DPW
Glenroy
Burgardt Sporting Goods
New Berlin ARC

MULTI-FAMILY / SENIOR LIVING

Orchard Hills
White Oaks
The Granary
Arrabelle
SoNa Lofts

INSTITUTIONAL

Catholic Memorial High School
Fox Point Lutheran Church
Holy Apostles
St. Joan Antida
St. Mary of the Hill

EDUCATION & TRAINING

University of Wisconsin Parkside
Bachelor of Science, Sports Management

OSHA 10 Hour Certification

PROJECT APPROACH

Moore Construction Services was part of a team, along with Graef and PRA, to assess the Village's Public Safety Building options. As part of this effort, we toured the existing facilities, interviewed key staff members, and developed design concepts and budgets for both co-site and separate site locations, ultimately producing a final report that was presented to the Village Board.

This experience has provided Moore Construction Services with in-depth knowledge of the project approach. In addition, we recognize that this project involves specialized components—such as utility extensions and a live-fire training range—that require thoughtful integration with the overall facility, site, and operations. Our team approaches these elements with an emphasis on early coordination, safety, regulatory compliance, and long-term functionality. We work closely with the Village, design team, and stakeholders to ensure all systems are aligned, constructible, and executed with minimal disruption.

UTILITY EXTENSION:

Our approach to utility extensions focuses on early identification, coordination, and seamless integration with existing infrastructure.

-  Collaborate with the civil engineer, utility providers, and design team early in the design phase to confirm routing, capacity, and connection requirements
-  Identify potential conflicts or constraints and develop solutions proactively to avoid delays during construction
-  Incorporate utility work into the overall project schedule and phasing plan to maintain continuity of service where required
-  Create a separate bid package for utility work to support clear scope definition and coordination with trade partners
-  Coordinate closely with subcontractors and local authorities to ensure compliance with all permitting and inspection requirements
-  Monitor installation activities in the field to confirm alignment with design intent and regulatory standards
-  Coordinate daily with subcontractors through on-site supervision to align field activities with project goals

PROJECT APPROACH

LIVE-FIRE RANGE INTEGRATION:

Our approach to the live-fire range integration focuses on early coordination, clear delineation of responsibilities, and ensuring all specialized systems are fully aligned with building infrastructure. Given the complexity of range systems and the likelihood of multiple contractors, we prioritize proactive collaboration and dedicated oversight to support proper installation, performance, and final commissioning.

- ✓ A key part of the live-fire range integration is coordinating with the building's HVAC systems. Because this project will go through a public bidding process, there's a good chance the range contractor and HVAC contractor will be different teams. To ensure both systems tie together properly, we would recommend a budget line item for a third-party specialist to assist with overseeing the installation and providing the final commissioning of the systems
- ✓ Partner with the design team and specialty consultants to fully understand performance, safety, and acoustic requirements
- ✓ Coordinate structural, mechanical, and ventilation systems to support proper operation and safety standards
- ✓ Ensure all materials, assemblies, and systems meet applicable codes, certifications, and operational requirements
- ✓ Integrate range construction into the overall sequencing and phasing plan to maintain safety and quality control
- ✓ Maintain strict adherence to safety protocols during construction, recognizing the specialized nature of this environment

COST PROPOSAL:

General Conditions

Phase Codes										
Superintendent #1			Superintendent 2			Laborer			Superintendent 3	
14 MONTHS			8 MONTHS			8 MONTHS			0 MONTHS	
60.76 WEEKS			34.72 WEEKS			34.72 WEEKS			0 WEEKS	
303.8 WORKING DAYS			173.6 WORKING DAYS			173.6 WORKING DAYS			0 WORKING DAYS	
COST CODE	DESCRIPTION	HR/DY	HR/WK	QTY	UNIT	LABOR UNIT PRICE	LABOR TOTAL	MATERIAL UNIT PRICE	MATERIAL TOTAL	TOTAL
01040	Superintendent #1	8		2430.40	HR	\$125.00	\$303,800	\$0.00	\$0	\$303,800
01040	Superintendent #2	8		1388.80	HR	\$125.00	\$173,600	\$0.00	\$0	\$173,600
01042	Safety Inspections	0		24.00	ALLOW	\$0.00	\$0	\$250.00	\$6,000	\$6,000
01046	Project Manager	4		1215.20	HR	\$130.00	\$157,976	\$0.00	\$0	\$157,976
01047	Assistant Project Manager	0.5		152.00	HR	\$55.00	\$8,360	\$0.00	\$0	\$8,360
01048	General Laborer	8		1388.80	HR	\$55.00	\$76,384	\$0.00	\$0	\$76,384
01050	Professional Surveying			1.00	ALLOW	\$0.00	\$0	\$35,000.00	\$35,000	\$35,000
01410	Testing Services			1.00	ALLOW	\$0.00	\$0	\$0.00	\$0	By Owner
01511	Temp. Electricity			12.00	Months	\$0.00	\$0	\$2,500.00	\$30,000	\$30,000
01513	Temp. Heating			5.00	Units	\$0.00	\$0	\$2,000.00	\$10,000	\$10,000
	Temp Heat Equip			5.00	EA			\$2,000.00	\$10,000	\$10,000
	Temp Dehumid Eq			0.00	EA			\$500.00	\$0	NA
01515	Temp. Water			12.00	WE	\$0.00	\$0	\$100.00	\$1,200	\$1,200
01516	Temp. Toilets			56.00	EA	\$0.00	\$0	\$110.00	\$6,160	\$6,160
01528	Temp Roads By Earthwork			0.00	LS	\$0.00	\$0	\$0.00	\$0	By Trade Pkg
01535	Construction Fencing			0.00	LF	\$0.00	\$0	\$8.00	\$0	By Trade Pkg
01560	Dumpsters			28.00	EA	\$0.00	\$0	\$550.00	\$15,400	\$15,400
01565	Snow Removal			1.00	ALLOW	\$0.00	\$0	\$10,000.00	\$10,000	\$10,000
01580	Project Signs			0.00	ALLOW		\$0	\$0.00	\$0	By Owner
01590	Field Office			14.00	MO	\$0.00	\$0	\$1,100.00	\$15,400	\$15,400
01600	Small Tools/Office Supplies			14.00	ALLOW	\$0.00	\$0	\$2,000.00	\$28,000	\$28,000
	Temp Enclosures			1.00	LS			\$0.00	\$0	By Trades
	Technology			14.00	mnths			\$3,500.00	\$49,000	\$49,000
01602	Equipment Rental Lift & Connex			14.00	Mnth	\$0.00	\$0	\$3,500.00	\$49,000	\$49,000
01710	Final Cleaning			0	SF	\$0.00	\$0	\$0.65	\$0	By Trade Pkg
	Floor Protection			0	SF			\$0.20	\$0	By Trade Pkg
TOTAL :							\$720,120		\$265,160	\$985,280

Pre-Construction Services Lump Sum Fee: \$7,500
Construction Management Fee: 2.25%

COST MANAGEMENT

Our approach to cost management and procurement emphasizes transparency, early collaboration, and disciplined planning. We work closely with the Village, design team, and trade partners to ensure pricing aligns with project goals and supports informed decision-making throughout the process.

BIDDING AND PROCUREMENT METHODOLOGY:

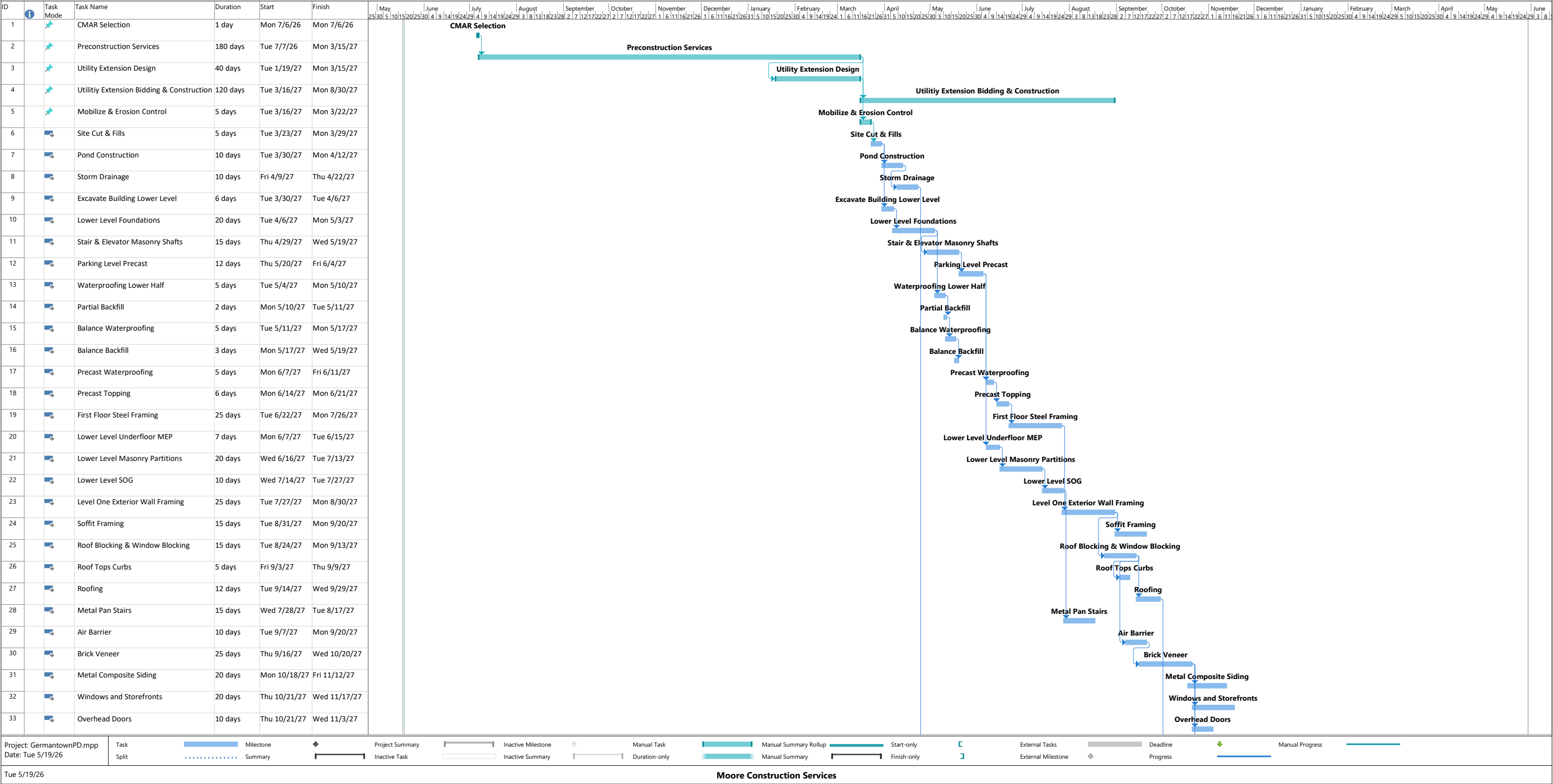
Moore Construction Services utilizes a structured, transparent bidding and procurement process that emphasizes early trade partner engagement, competitive pricing, and alignment with project goals ensuring we meet Wisconsin state statutes for public bidding.

- ✓ Develop comprehensive bid packages that clearly define scope, expectations, and project requirements
- ✓ Prequalify subcontractors to ensure experienced, capable trade partners aligned with project needs
- ✓ Solicit competitive bids across all trades to achieve best value while maintaining quality standards
- ✓ Conduct thorough bid leveling and scope comparisons to ensure consistency and completeness
- ✓ Facilitate bid review meetings with the project team to evaluate pricing, scope coverage, and qualifications
- ✓ Identify opportunities for scope refinement or value optimization prior to award
- ✓ Coordinate subcontractor onboarding, including contract execution, schedule alignment, and safety requirements
- ✓ Maintain clear and consistent communication with all bidders throughout the procurement process to ensure transparency and accountability

GMP DEVELOPMENT APPROACH:

Our Guaranteed Maximum Price (GMP) development process is collaborative, transparent, and rooted in real-time cost awareness. We work closely with the Village and design team to develop a GMP at 60% to 90% CDs that reflects a complete, well-understood scope aligned with project objectives.

- ✓ Provide ongoing cost input throughout design to track budget alignment as decisions are made
- ✓ Develop detailed estimates at key design milestones, incorporating subcontractor and supplier input for accuracy
- ✓ Reconcile estimates with the design team to ensure alignment between scope, budget, and project expectations
- ✓ Clearly identify allowances, contingencies, and potential cost risks within the GMP
- ✓ Communicate the cost impacts of design changes in real time and recommend alternatives when appropriate
- ✓ Engage trade partners early to validate pricing, identify efficiencies, and confirm constructability
- ✓ Present a fully detailed GMP that is transparent, comprehensive, and supported by market-based pricing
- ✓ Continue to actively manage costs throughout construction to maintain alignment with the GMP



Village of

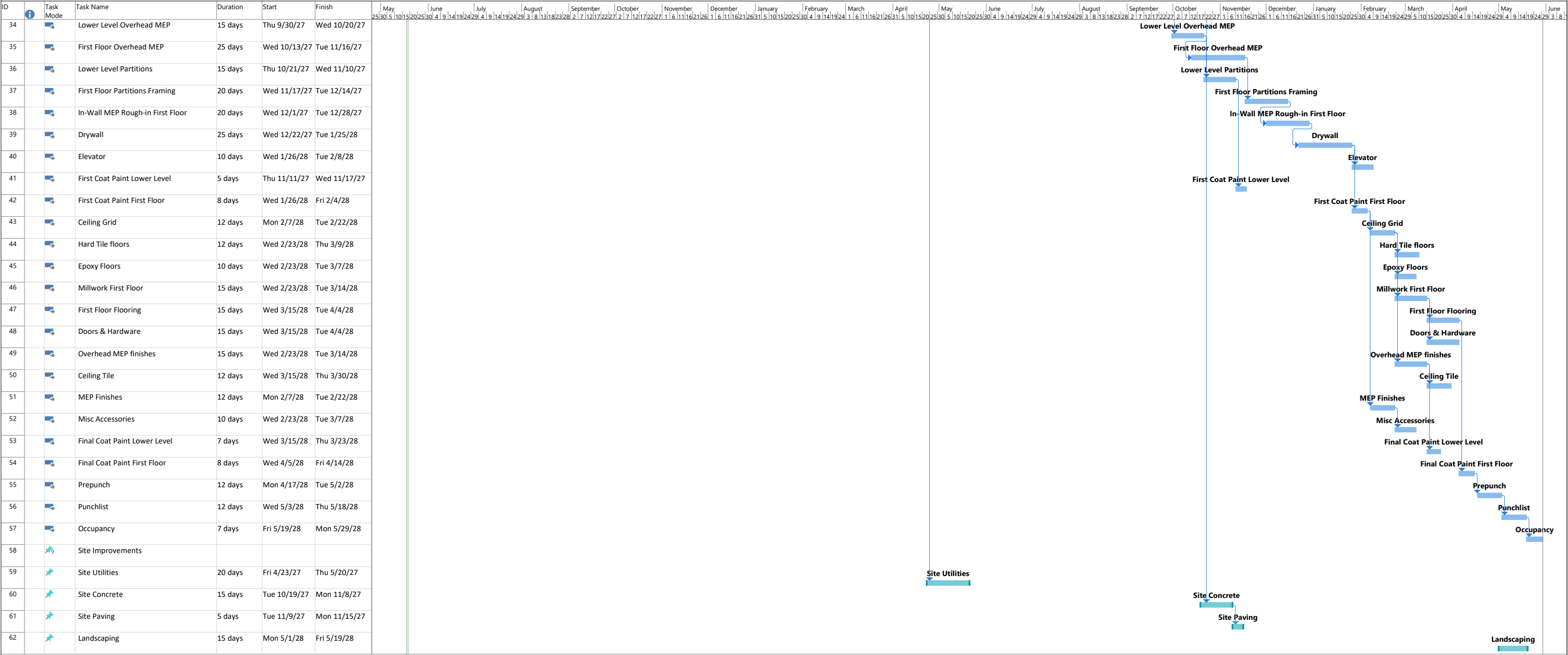
Germantown

Village of Germantown

Police Department



YOUR CONSTRUCTION PARTNER



PROOF OF INSURANCE AND BOND ABILITY



Phil Lazarski
Bond Manager
2100 Stewart Ave
Suite 235
Wausau, WI 54401
(715) 688-9888

May 18th, 2026

Contractor: Moore Construction Services, LLC

Project: Village of Germantown Police Department Facility
N122W17177 Fond du Lac Avenue
Germantown, WI 53022

To Whom It May Concern:

Moore Construction Services, LLC is a highly valued customer of Liberty Mutual Insurance Company. We consider Moore Construction Services, LLC to be a financially sound and well-managed company

Liberty Mutual Insurance Company is willing to extend surety credit to Moore Construction Services, LLC in the amount of \$75,000,000 for single projects with an aggregate bonding limit of \$150,000,000.

Liberty Mutual Insurance Company reserves the right to perform normal underwriting at the time of any request including, but not limited to, a review of contract documents and bond forms, confirmation of project financing, and a review of any other pertinent underwriting documents.

This letter is not an assumption of liability nor is it a bond. Any arrangement for bonds is a matter between Moore Construction Services, LLC and Liberty Mutual Insurance Company. We assume no liability to you or to third parties if for any reason we do not supply said bond or bonds.

Liberty Mutual Insurance Company is listed on the U.S. Department of the Treasury's Listing of Approved Sureties (Department Circular 570). Liberty Mutual Insurance Company is licensed to transact business in all states and many international jurisdictions and has a rating of "A" and a financial size category of "XV" in the A.M. Best's Insurance Guide.

Sincerely,

A handwritten signature in black ink that reads "Phil Lazarski".

Phil Lazarski AFSB
Liberty Mutual Surety

AIA® Document A133® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 29 day of May in the year 2026
(In words, indicate day, month, and year.)

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

Village of Germantown
N112 W17001 Mequon Rd.
P.O. Box 337
Germantown, WI 53022

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

Moore Construction Services, LLC
W146 N5650 Enterprise Avenue
Menomonee Falls, WI 53051

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

New Village of Germantown Police Department Facility
N122W17177 Fond du Lac Avenue
Germantown, WI 53022

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

FGM Architects
219 N Milwaukee St Unit 325
Milwaukee, WI 53202

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes 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 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.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	GENERAL PROVISIONS
3	CONSTRUCTION MANAGER'S RESPONSIBILITIES
4	OWNER'S RESPONSIBILITIES
5	COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
6	COMPENSATION FOR CONSTRUCTION PHASE SERVICES
7	COST OF THE WORK FOR CONSTRUCTION PHASE
8	DISCOUNTS, REBATES, AND REFUNDS
9	SUBCONTRACTS AND OTHER AGREEMENTS
10	ACCOUNTING RECORDS
11	PAYMENTS FOR CONSTRUCTION PHASE SERVICES
12	DISPUTE RESOLUTION
13	TERMINATION OR SUSPENSION
14	MISCELLANEOUS PROVISIONS
15	SCOPE OF THE AGREEMENT

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

EXHIBIT C CERTIFICATE OF INSURANCE

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, as described in Section 4.1.1:

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

« »

§ 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.)

Construction of a new, approximately 64,500 to 66,500 square foot Police Department facility. The project includes the complete replacement of existing facilities and a substantial 2,500-foot sanitary sewer and water main extension.

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:

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

See Exhibit A - Guaranteed Maximum Price Amendment TBD

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

❖ All Dates are based on Moore Construction Services Preliminary Schedule. These dates are not final until all design and permitting are completed.

❖

.1 Design phase milestone dates, if any:

TBD

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

« »

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:

(Identify any requirements for fast-track scheduling or phased construction.)

None

§ 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.)

None

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

§ 1.1.7 Other Project information:

(Identify special characteristics or needs of the Project not provided elsewhere.)

N/A

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:

(List name, address, and other contact information.)

Patrick J Merten, Chief of Police
Email: pmerten@germantownpolicewi.gov
Office: 262.253.7788
Village of Germantown
N112W16877 Mequon Rd.
P.O. Box 337
Germantown, WI 53022

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:

(List name, address and other contact information.)

«None»

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

.1 Geotechnical Engineer:

TBD

.2 Civil Engineer:

TBD

.3 Other, if any:

(List any other consultants retained by the Owner, such as a Project or Program Manager.)

«»

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

Andrew Mayo
Email: andrewm@fgmarchitects.com
Office: 414-346-7284
FGM Architects
219 N Milwaukee St Unit 325
Milwaukee, WI 53202

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

Kathryn Sullivan, Project Manager
Email: kathryn@moore-cs.com
Office: 262-922-1609
Cell: 414-477-3662
Jason Biver, Senior Project Superintendent
Email: jason@moore-cs.com
Cell: 414-254-7476
Moore Construction Services, LLC
W146 N5650 Enterprise Avenue
Menomonee Falls, WI 53051

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

None

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

None

§ 1.1.15 Other Initial Information on which this Agreement is based:

None

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall

appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™-2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2017, which document is incorporated herein by reference. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 2.4 Wisconsin Public Bid Laws

The parties acknowledge that the Village of Germantown, as a Wisconsin municipal corporation, is subject to the requirements of the Wisconsin Public Bid Law, including, but not limited to Wis. Stats. §62.15. As a result, the construction activities of this project will need to be publicly bid following the requirements of the Wisconsin Public Bid Law. The parties further acknowledge that to the extent that the terms of the Contract are inconsistent with the requirements of the Public Bid Law, the terms of the Public Bid Law will control and will be applicable to the performance of this Contract.

§ 2.5 CM Self-Performed Work

Moore Construction Services, LLC acknowledges that it will not be self-performing any of the construction services associated with this project. To the extent that the terms of this Contract provide otherwise, those provisions are deemed stricken from this Contract.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with

the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and 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 Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using 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.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

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

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

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

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Construction Manager agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Construction Manager shall procure the items on terms and conditions acceptable to the Owner and Construction Manager. Upon the establishment of the Final Guaranteed Maximum Price, all contracts for these items shall thereafter be made a part of the Final GMP.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities. However, nothing in this Section is intended to impose liability on Construction Manager for any failure of the Drawings and Specifications to conform with applicable laws, statutes, ordinances, codes, rules and regulations and lawful orders of public authorities, as this is solely the Architect's responsibility, but the construction manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such for mas the Architect may require.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

N/A

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2. The Owner reserves the right to accept or reject any bid that is in the best interest of the Village of Germantown.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications

contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect and Owner. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted.

§ 3.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 3.3.2.3 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing 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.

§ 4.1.4.3 The Owner, when such services are requested, 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.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

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

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 **Legal Requirements.** 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.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

If the project is cancelled before it moves into the construction phase, our preconstruction services fee is \$7,500.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid «Forty-Five» («45») 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 Construction Manager.

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

1.5 % Per Month

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee. It is anticipated that the total fee will be amended as additional phases progress. For example, the initial Guaranteed Maximum Price Addendum

(Exhibit A) includes the bids for the set earthwork and long lead time items. As other portions are bid, Exhibit A is intended to be amended with the additional bids.

§ 6.1.2 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

[2.25%] of the Cost of Work.

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

Construction Manager's Fee shall be proportionately adjusted by Change Orders.

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

N/A

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed «One Hundred » percent (« 100» %) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

None

§ 6.1.7 Other:

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

None

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

The term Cost of the Work shall mean cost necessarily incurred by the Construction Manager in the performance of the Work. The Scope of the Work and costs associated are shown on the Preliminary Budget Summary as shown on Exhibit C, which may be amended upon agreement of the parties.

§ 7.2 Labor Costs

N/A

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

N/A

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

N/A

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201-2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

N/A

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.2 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.3 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Construction Manager shall self-perform the following scopes of Work on a lump-sum basis: general conditions. Unless otherwise agreed after execution of this Agreement, all other portions of the Work shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law. Information obtained during audits and audit results shall be considered confidential proprietary information of the Construction Manager and shall be treated and maintained as such by the Owner and its accountants.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents. Payment shall be made on or before the date which is thirty (30) days following the date Owner receives such Progress Invoice. If Payments are made by wire transfer to an account or accounts designated by Design-Builder to Owner. Wiring information shall be provided by Construction Manager's Financial Representative (identified below) in writing and confirmed by telephone conversation with Owner's Financial Representative (identified below) prior to the first payment being made. Thereafter, no changes to the method of payment or account designated for the receipt of payment shall be effective unless the aforementioned procedure is strictly followed. Owner shall be responsible for all damages suffered by Owner as a result of a failure to follow these procedures and shall not be relieved of its obligation to make payment to Construction Manager in the event that Owner's failure to follow these procedures results in Owner making payment to an account other than the account designated by Construction Manager for

payment.

Owner's Financial Representative:

Name: Dianne Robertson

Company: Village of Germantown

Phone: 262-250-4777

Construction Managers Financial Representative:

Name: Amy McBain

Company: Moore Construction Services:

Phone: 262-345-1280

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the «1st» day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the «30th» day of the «same» month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than the («30th») day of the following month.

(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit (i) such evidence as may be necessary to demonstrate costs incurred or to be incurred by the Construction Manager on account of the Cost of the Work during the current month; and (ii) the Construction Manager's Unconditional Partial Waiver of Lien certified through the date of the prior month's Application for Payment.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

2.5%

§ 11.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

General Conditions, insurance, permits, impact fees, permanent utility charges, material purchases & Construction Manager's Fee

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

N/A

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

N/A

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall unless Owner has a reasonable objection be made no later than 30 days after the issuance of the:

Occupancy Permit

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable

thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

1.5 % per month

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Intentionally Omitted.

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☒ Arbitration pursuant to Article 15 of AIA Document A201–2017

☒ Litigation in a court of competent jurisdiction

☒ Other: *(Specify)*

« »

The prevailing party in any litigation hereunder shall be entitled to recover its reasonable attorneys' fees from the non-prevailing party, as determined by the court.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

If the Project is 0-25% complete: 20% of the value of the Work not performed
If the Project is 26-50% complete: 15% of the value of the Work not performed
If the Project is 51-75% complete: 10% of the value of the Work not performed
If the Project 76-100% complete: 5% of the value of the Work not performed

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase – See Exhibit D

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits
----------	--------

§ 14.3.1.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager 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 Construction Manager'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.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in Exhibit D and elsewhere in the Contract Documents.

§ 14.3.2.1 Intentionally Omitted.

§ 14.4 Notice may be provided in electronic format as set forth below:

If to Owner: pmerten@germantownpolicewi.gov

If to Construction Manager: kathryn@moore-cs.com

§ 14.5 Other provisions:

Construction Manager understands and agrees that the Owner is a municipal entity and therefore, is subject to the Public Records Law of the State of Wisconsin. Wisconsin Statute §19.36(3) requires governmental entities to make available for inspection a copy of any records produced or collected under a contract entered into by the municipal entity to the same extent as if the record were maintained by the municipality. Therefore, in the event there is a request for any other documentation pertaining to this agreement, Construction Manager shall provide the information as requested and charge no more than the cost to copy said information. The parties agree that upon completion or termination of this contract, all project contract documents or instruments of service, including electronic files of computer-aided record drawings and field inspection reports shall be delivered to and shall become the property of the Owner. These records, drawings, reports, etc. may be used without restriction by the Owner for any public purpose and to implement construction and use of the project. Any such use or reuse of these documents outside the scope of the project shall be without compensation for liability to the Construction Manager, excepting for errors and omissions associated with the completed project, services and documents performed under this agreement.

To the fullest extent allowable by law, the Construction Manager hereby indemnifies and shall defend and hold harmless the Owner, its elected and appointed officials, officers, employees or authorized representative or volunteers and each of them from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature whether arising before, during or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault or negligence, whether active or passive, of the Construction Manager or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement regardless if liability without fault is sought to be imposed on the Owner. The Construction Manager's aforesaid indemnity and old harmless agreement shall not be applicable to any liability caused by the sole fault, sole negligence or willful misconduct of the Owner or of the Owner's representatives. This indemnity provision shall survive the termination or expiration of this Agreement.

ARTICLE 15 SCOPE OF THE AGREEMENT

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

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 Exhibit B – FGM Drawings TBD
- .4 Exhibit C - Preliminary Budget Summary TBD
- .6 Exhibit D – Certificate of Insurance TBD
- .7 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .8 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.)

«N/A»

- .9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

« »

- .10 Owner hereby gives Moore Construction Services the permission to use all images (construction photos and or staff), in any media for any purposes which may include but not limited to advertising, promotion, marketing and packaging for any product or services. Owner agrees that the images may be combined

with other images, text and/or graphics and cropped, altered or modified and reused at the sole discretion of Moore Construction Services. Owner agrees that Owner has no rights to the images, unless purchased directly from the photographer.

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

OWNER

MOORE CONSTRUCTION SERVICES, LLC

Michael J. Moore

OWNER *(Signature)*

CONSTRUCTION MANAGER *(Signature)*

(Printed name and title)

BY: Michael J. Moore, President

(Printed name and title)

Additions and Deletions Report for AIA® Document A133® – 2019

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 14:52:12 CDT on 05/28/2026.

Changes to original AIA text

PAGE 1

AGREEMENT made as of the 29 day of May in the year 2026

Village of Germantown

N112 W17001 Mequon Rd.

P.O. Box 337

Germantown, WI 53022

Moore Construction Services, LLC

W146 N5650 Enterprise Avenue

Menomonee Falls, WI 53051

New Village of Germantown Police Department Facility

N122W17177 Fond du Lac Avenue

Germantown, WI 53022

FGM Architects

219 N Milwaukee St Unit 325

Milwaukee, WI 53202

PAGE 2

1—— **INITIAL INFORMATION**

2—— **GENERAL PROVISIONS**

3—— **CONSTRUCTION MANAGER'S RESPONSIBILITIES**

4—— **OWNER'S RESPONSIBILITIES**

- 5—— COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
- 6—— COMPENSATION FOR CONSTRUCTION PHASE SERVICES
- 7—— COST OF THE WORK FOR CONSTRUCTION PHASE
- 8—— DISCOUNTS, REBATES, AND REFUNDS
- 9—— SUBCONTRACTS AND OTHER AGREEMENTS
- 10—— ACCOUNTING RECORDS
- 11—— PAYMENTS FOR CONSTRUCTION PHASE SERVICES
- 12—— DISPUTE RESOLUTION
- 13—— TERMINATION OR SUSPENSION
- 14—— MISCELLANEOUS PROVISIONS
- 15—— SCOPE OF THE AGREEMENT

EXHIBIT A— GUARANTEED MAXIMUM PRICE AMENDMENT

EXHIBIT B—C CERTIFICATE OF INSURANCE AND BONDS

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

<< >>

Construction of a new, approximately 64,500 to 66,500 square foot Police Department facility. The project includes the complete replacement of existing facilities and a substantial 2,500-foot sanitary sewer and water main extension.

See Exhibit A - Guaranteed Maximum Price Amendment TBD

PAGE 3

- 4—❖ All Dates are based on Moore Construction Services Preliminary Schedule. These dates are not final until all design and permitting are completed.

❖

- .1 Design phase milestone dates, if any:

TBD

- .2—Construction commencement date:

TBD

- .3—Substantial Completion date or dates:

TBD

- .4—Other milestone dates:

<< >>

None

None

N/A

Patrick J Merten, Chief of Police

Email: pmerten@germantownpolicewi.gov

Office: 262.253.7788

Village of Germantown

N112W16877 Mequon Rd.

P.O. Box 337

Germantown, WI 53022

«None»

PAGE 4

.1— Geotechnical Engineer:

.2— TBD

.2 Civil Engineer:

.3— TBD

.3 Other, if any:

<>

Andrew Mayo

Email: andrewm@fgmarchitects.com

Office: 414-346-7284

FGM Architects

219 N Milwaukee St Unit 325

Milwaukee, WI 53202

Kathryn Sullivan, Project Manager

Email: kathryn@moore-cs.com

Office: 262-922-1609

Cell: 414-477-3662

Jason Biver, Senior Project Superintendent

Email: jason@moore-cs.com

Cell: 414-254-7476

Moore Construction Services, LLC

W146 N5650 Enterprise Avenue

Menomonee Falls, WI 53051

None

None

None

PAGE 5

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term “Contractor” as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term “Contractor” as used in A201–2017 shall mean the Construction Manager.

§ 2.4 Wisconsin Public Bid Laws

The parties acknowledge that the Village of Germantown, as a Wisconsin municipal corporation, is subject to the requirements of the Wisconsin Public Bid Law, including, but not limited to Wis. Stats. §62.15. As a result, the construction activities of this project will need to be publicly bid following the requirements of the Wisconsin Public Bid Law. The parties further acknowledge that to the extent that the terms of the Contract are inconsistent with the requirements of the Public Bid Law, the terms of the Public Bid Law will control and will be applicable to the performance of this Contract.

§ 2.5 CM Self-Performed Work

Moore Construction Services, LLC acknowledges that it will not be self-performing any of the construction services associated with this project. To the extent that the terms of this Contract provide otherwise, those provisions are deemed stricken from this Contract.

PAGE 6

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing ~~written building information modeling and digital data protocols for the development, use, transmission, reliance, and exchange of digital data, including building information models for the Project~~ Project, using 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.

PAGE 7

The Construction Manager shall prepare, for the Architect’s review and the Owner’s acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the

~~Owner~~ Construction Manager agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the ~~Owner~~ Construction Manager shall procure the items on terms and conditions acceptable to the Owner and Construction Manager. Upon the establishment of the Final Guaranteed Maximum Price, ~~the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them~~ shall thereafter be made a part of the Final GMP.

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities. However, nothing in this Section is intended to impose liability on Construction Manager for any failure of the Drawings and Specifications to conform with applicable laws, statutes, ordinances, codes, rules and regulations and lawful orders of public authorities, as this is solely the Architect's responsibility, but the construction manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such for mas the Architect may require.

N/A

PAGE 8

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2. The Owner reserves the right to accept or reject any bid that is in the best interest of the Village of Germantown.

- .1— A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2— A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3— A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4— The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5— A date by which the Owner must accept the Guaranteed Maximum Price.

PAGE 9

§ 3.3.2.1 ~~The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect to obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect and Owner. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted.~~

§ 3.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

Additions and Deletions Report for AIA Document A133 – 2019. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:52:12 CDT on 05/28/2026 under Subscription No.20250135592 which expires on 06/12/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(6a18567afe76961b0344cb7a)

§ 3.3.2.23 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

PAGE 10

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

~~§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)~~

~~§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.~~

PAGE 11

~~§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted. If the project is cancelled before it moves into the construction phase, our preconstruction services fee is \$7,500.~~

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid ~~(«Forty-Five» («45»)~~ 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 Construction Manager.

~~% 1.5 % Per Month~~

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee. It is anticipated that the total fee will be amended as additional phases progress. For example, the initial Guaranteed Maximum Price Addendum (Exhibit A) includes the bids for the set earthwork and long lead time items. As other portions are bid, Exhibit A is intended to be amended with the additional bids.

[2.25%] of the Cost of Work.

Construction Manager's Fee shall be proportionately adjusted by Change Orders.

N/A

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed «One Hundred » percent (« 100» %) of the standard rental rate paid at the place of the Project.

None

None

PAGE 12

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to “cost” and “fee,” and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner’s prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms “cost” and “costs” as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term “fee” shall mean the Construction Manager’s Fee as defined in Section 6.1.2 of this Agreement.

~~§ 7.1.1~~

The term Cost of the Work shall mean ~~costs~~cost necessarily incurred by the Construction Manager in the proper performance of the Work. The ~~Cost~~Scope of the Work ~~shall include only the items set forth in Sections 7.1 through 7.7.~~

~~§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner’s prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.~~

~~§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner and costs associated are shown on the Preliminary Budget Summary as shown on Exhibit C, which may be amended upon agreement of the parties.~~

~~§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner’s prior approval, at off site workshops.~~

~~§ 7.2.2 Wages or salaries of the Construction Manager’s supervisory and administrative personnel when stationed at the site and performing Work, with the Owner’s prior approval.~~

~~§ 7.2.2.1 Wages or salaries of the Construction Manager’s supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:~~

~~(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)~~

~~§ 7.2.3 Wages and salaries of the Construction Manager’s supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.~~

~~§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.~~

~~§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.~~

N/A

PAGE 13

~~§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.~~

N/A

~~§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.~~

~~§ 7.6.1.1 Costs for self insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner’s prior approval.~~

~~§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.~~

~~§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.~~

N/A

~~§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.~~N/A

~~§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201-2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.~~

~~§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.~~

PAGE 14

~~§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.~~

~~§ 7.7.2~~

~~§ 7.7.1 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201-2017.~~

~~§ 7.7.32 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.~~

~~§ 7.7.43 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201-2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.~~

~~§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.~~

- ~~.1—Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;~~
- ~~.2—Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;~~
- ~~.3—Expenses of the Construction Manager's principal office and offices other than the site office;~~
- ~~.4—Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;~~

- .5— The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6— Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7— Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8— Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9— Costs for services incurred during the Preconstruction Phase.

~~§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel~~ Construction Manager shall self-perform the following scopes of Work on a lump-sum basis: general conditions. Unless otherwise agreed after execution of this Agreement, all other portions of the Work shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. ~~The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.~~

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law. Information obtained during audits and audit results shall be considered confidential proprietary information of the Construction Manager and shall be treated and maintained as such by the Owner and its accountants.

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents. Payment shall be made on or before the date which is thirty (30) days following the date Owner receives such Progress Invoice. If Payments are made by wire transfer to an account or accounts designated by Design-Builder to Owner. Wiring information shall be provided by Construction Manager's Financial Representative (identified below) in writing and confirmed by telephone conversation with Owner's Financial Representative (identified below) prior to the first payment being made. Thereafter, no changes to the method of payment or account designated for the receipt of payment shall be effective unless the aforementioned procedure is strictly followed. Owner shall be responsible for all damages suffered by Owner as a result of a failure to follow these procedures and shall not be relieved of its obligation to make payment to Construction Manager in the event that Owner's failure to follow these procedures results in Owner making payment to an account other than the account designated by Construction Manager for

payment.

Owner's Financial Representative:

Name: Dianne Robertson

Company: Village of Germantown

Phone: 262-250-4777

Construction Managers Financial Representative:

Name: Amy McBain

Company: Moore Construction Services:

Phone: 262-345-1280

« »

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the «1st» day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the «30th» day of the «same» month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than ~~() days after the Architect receives the Application for Payment~~ the («30th») day of the following month.

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit ~~payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made~~ (i) such evidence as may be necessary to demonstrate costs incurred or to be incurred by the Construction Manager on account of the Cost of the Work ~~equal or exceed progress payments already received by~~ during the current month; and (ii) the Construction Manager, ~~plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee~~ Manager's Unconditional Partial Waiver of Lien certified through the date of the prior month's Application for Payment.

PAGE 17

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1— That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2— That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3— That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4— The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

- .1— The aggregate of any amounts previously paid by the Owner;
- .2— The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3— Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4— For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5— The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner’s auditors in such documentation; and
- .6— Retainage withheld pursuant to Section 11.1.8.

2.5%

General Conditions, insurance, permits, impact fees, permanent utility charges, material purchases & Construction Manager’s Fee

N/A

PAGE 18

N/A

- .1— the Construction Manager has fully performed the Contract, except for the Construction Manager’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2— the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3— a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

PAGE 19

§ 11.2.3 The Owner’s final payment to the Construction Manager shall unless Owner has a reasonable objection be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

Occupancy Permit

§ 11.3 Interest

~~% 1.5 % per month~~

§ 12.1 Initial Decision Maker

~~§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager’s Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.~~

~~§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager’s Construction Phase services, unless~~

~~the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker. (If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)~~

Intentionally Omitted.

[☐]— Arbitration pursuant to Article 15 of AIA Document A201–2017

[☒]— Litigation in a court of competent jurisdiction

[☐]— Other: (Specify)

~~If the Owner and Construction Manager 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, Claims will be resolved by litigation in a court of competent jurisdiction. < >~~

The prevailing party in any litigation hereunder shall be entitled to recover its reasonable attorneys' fees from the non-prevailing party, as determined by the court.

PAGE 20

- .1— Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2— Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3— Subtract the aggregate of previous payments made by the Owner for Construction Phase services.
- .1— Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2— Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3— Subtract the aggregate of previous payments made by the Owner; and
- .4— Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

PAGE 21

§ 13.2.3 Termination by the Owner for Convenience

If the Project is 0-25% complete: 20% of the value of the Work not performed

If the Project is 26-50% complete: 15% of the value of the Work not performed

If the Project is 51-75% complete: 10% of the value of the Work not performed

If the Project 76-100% complete: 5% of the value of the Work not performed

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as

described in Sections 6.1 and 6.3.5 of this Agreement.

~~The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.~~

~~§ 14.3.1.1 Commercial General Liability with policy limits of not less than (\$) for each occurrence and (\$) in the aggregate for bodily injury and property damage.~~

~~§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than (\$) 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.~~

~~§ 14.3.1.3 The Construction Manager 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 that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, 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.~~

~~§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit.~~

~~§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than (\$) per claim and (\$) in the aggregate.~~

~~- See Exhibit D~~

PAGE 22

Coverage

Limits

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager 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 Construction Manager'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.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in ~~AIA Document A133™ 2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, Exhibit D~~ and elsewhere in the Contract Documents.

~~§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™ 2019 Exhibit B, and elsewhere in the Contract Documents.~~Intentionally Omitted.

~~§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise may be provided in electronic format as set forth below:~~

~~(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)~~

If to Owner: pmerten@germantownpolicewi.gov

If to Construction Manager: kathryn@moore-cs.com

Construction Manager understands and agrees that the Owner is a municipal entity and therefore, is subject to the Public Records Law of the State of Wisconsin. Wisconsin Statute §19.36(3) requires governmental entities to make available for inspection a copy of any records produced or collected under a contract entered into by the municipal entity to the same extent as if the record were maintained by the municipality. Therefore, in the event there is a request for any other documentation pertaining to this agreement, Construction Manager shall provide the information as requested and charge no more than the cost to copy said information. The parties agree that upon completion or termination of this contract, all project contract documents or instruments of service, including electronic files of computer-aided record drawings and field inspection reports shall be delivered to and shall become the property of the Owner. These records, drawings, reports, etc. may be used without restriction by the Owner for any public purpose and to implement construction and use of the project. Any such use or reuse of these documents outside the scope of the project shall be without compensation for liability to the Construction Manager, excepting for errors and omissions associated with the completed project, services and documents performed under this agreement.

To the fullest extent allowable by law, the Construction Manager hereby indemnifies and shall defend and hold harmless the Owner, its elected and appointed officials, officers, employees or authorized representative or volunteers and each of them from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature whether arising before, during or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault or negligence, whether active or passive, of the Construction Manager or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement regardless if liability without fault is sought to be imposed on the Owner. The Construction Manager's aforesaid indemnity and old harmless agreement shall not be applicable to any liability caused by the sole fault, sole negligence or willful misconduct of the Owner or of the Owner's representatives. This indemnity provision shall survive the termination or expiration of this Agreement.

PAGE 23

- .1— AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2— AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3— ~~AIA Document A133™-2019, Exhibit B, Insurance and Bonds~~ Exhibit B – FGM Drawings TBD
- .4 Exhibit C - Preliminary Budget Summary TBD
- .4—6 Exhibit D – Certificate of Insurance TBD
- .7 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .5—8 ~~AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed~~ dated as indicated below:
- .6— Other Exhibits:
(Check all boxes that apply.)
☐ ~~AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:~~
(Insert the date of the E234-2019 incorporated into this Agreement.)
☐ ~~Supplementary and other Conditions of the Contract:~~
(Insert the date of the E203-2013 incorporated into this Agreement.)
 «N/A»
- .9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

« »

.10 Owner hereby gives Moore Construction Services the permission to use all images (construction photos and or staff), in any media for any purposes which may include but not limited to advertising, promotion, marketing and packaging for any product or services. Owner agrees that the images may be combined with other images, text and/or graphics and cropped, altered or modified and reused at the sole discretion of Moore Construction Services. Owner agrees that Owner has no rights to the images, unless purchased directly from the photographer.

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

OWNER

MOORE CONSTRUCTION SERVICES, LLC

~~.7~~ Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

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

Variable Information

PAGE 1

AGREEMENT made as of the 29 day of May in the year 2026

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Michael J. Moore, 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 14:52:12 CDT on 05/28/2026 under Order No. 20250135592 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ - 2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

BUSINESS OF THE BUILDING CONSTRUCTION OVERSIGHT COMMITTEE

MEETING DATE: June 11, 2026

PLACEMENT: Action Item

ITEM TITLE: Committee's Process and Procedures for Exercising its Powers and Duties with Respect to Police and Fire Department Construction Projects. (ACTION)

SUBMITTED BY: Brian Sajdak, Attorney

SUMMARY EXPLANATION:

With two Village construction projects forthcoming for the Police and Fire Departments, the Committee should establish its rules, procedures and processes for exercising its powers and duties with respect to these projects.

Under the Municipal Code, the Committee has the following powers and duties:

1.37(3) POWERS AND DUTIES. The Committee shall play a consultative and oversight role with respect to any project to build or expansively reconstruct or remodel a Village building, and shall report directly to the Village Board. In such capacity it shall:

(a) Consult with the Village and/or any village agency or department which may have need of construction or remodeling of building facilities in order to assess need, formulate preliminary project definition and parameters, coordinate conceptualization of the project, and assist the Village, agency or department in presenting an overview and making recommendations to the Village Board.

(b) Participate in the project development and planning, including interfacing with staff and consultants and overseeing engineering, design, and creation of detailed plans and specifications, and cost assessment and development of financing options, in order to formulate detailed final recommendations to the Village Board.

(c) Utilize the assistance of Staff, such as the Finance Director, Planner, or Village Attorney, as may be required.

Given the somewhat broad language used, the Committee should consider and establish its process and procedures for exercising this authority. Such processes and procedures may include:

- What matters and decisions on which the Committee believes it should be considering and making recommendations/reports to the Board.

- Does the Committee want to set a standing meeting interval, or simply be available at the call of the Chair as matters necessitate. This might change during the project. For example, at the outset, there may be a need for regular meetings which eventually give way to meetings which are more space apart or are not set in stone.

ATTACHMENT:

STAFF RECOMMENDATION:

ACTION BY COMMITTEE: