

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

DATE & TIME: Thursday, June 25, 2026 at 6:30 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 #2558 395 4507 Password: MmxYcMjk979 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=m8072a0da4e67642b4e5456a87b0dcd4c>

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. 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. June 11, 2026 Meeting Minutes (ACTION) Forthcoming
- V. **NEW BUSINESS:**
 - A. Recommendation of Construction Manager at Risk for New Police Department (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) 250-4700 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.

BUSINESS OF THE BUILDING CONSTRUCTION OVERSIGHT COMMITTEE

MEETING DATE: June 25, 2026

PLACEMENT: Action Item

ITEM TITLE: Recommendation of Construction Manager at Risk for New Police Department (ACTION)

SUBMITTED BY: Patrick Merten, Police Chief

SUMMARY EXPLANATION:

ATTACHMENT:

1. Recommendation of Moore Construction
2. Moore Construction Proposal

STAFF RECOMMENDATION:

ACTION BY COMMITTEE:

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

MEETING DATE: June 25, 2026
AGENDA ITEM: Action
ITEM TITLE: Recommendation for Construction Manager at Risk for New Police Department
SUBMITTED BY: Chief Patrick Merten
SUMMARY EXPLANATION:

Following the issuance of the Request for Proposals (RFP), the Police Department Working Group and the Owner's Representative conducted interviews with the three shortlisted Construction Manager at Risk (CMAR) firms on June 17, 2026.

Each firm was evaluated using a standardized scoring matrix 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

Five evaluators independently scored each firm. The individual scores were averaged to determine the final rankings. The results were as follows:

- Moore Construction Services – 87.4
- Kraus-Anderson – 80.0
- CG Schmidt – 71.0

Based on the evaluation process, Moore Construction Services received the highest overall score and is recommended for selection as the Village's Construction Manager at Risk.

The selected CMAR will join the project team at the 30% design milestone and provide pre-construction services, including cost estimating, scheduling assistance, constructability reviews, and construction phase management.

Working in collaboration with the Village, the Architect/Engineer, and the Owner's Representative, the CMAR will help ensure the project remains on schedule, within the proposed budget, and meets the operational, security, and functional requirements of a modern law enforcement facility.

Thank you for your consideration of this recommendation.

ATTACHMENT: ORDINANCE ___ RESOLUTION _____ OTHER X ___
RECOMMENDATION:

A motion to recommend that the Building Construction Oversight Committee approve the selection of Moore Construction Services to serve as the Construction Manager at Risk (CMAR) for the Village's new police facility project, and authorization for the Village Administrator and Village Attorney to negotiate and execute a contract for the services.

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



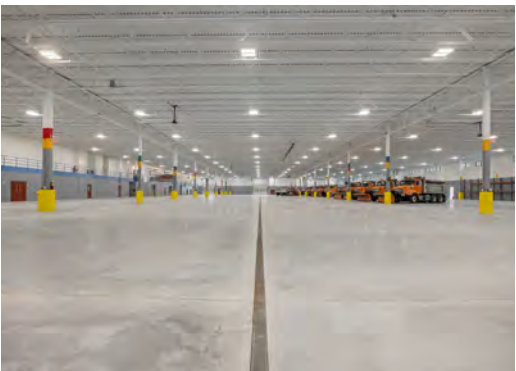
Positively Impacting Lives

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



**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

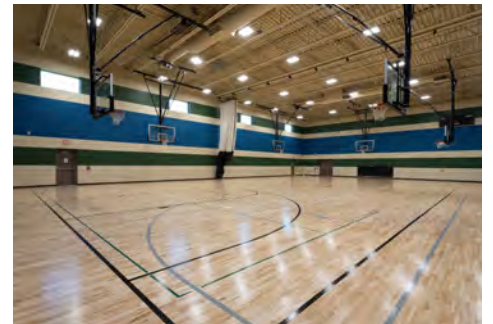


**CONSTRUCTION
MANAGEMENT**

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

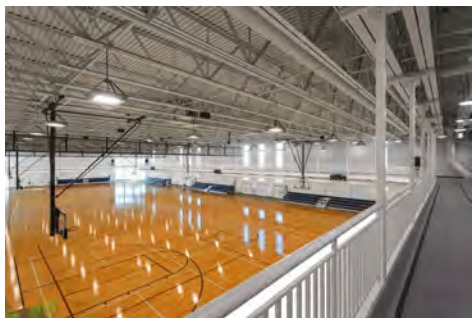
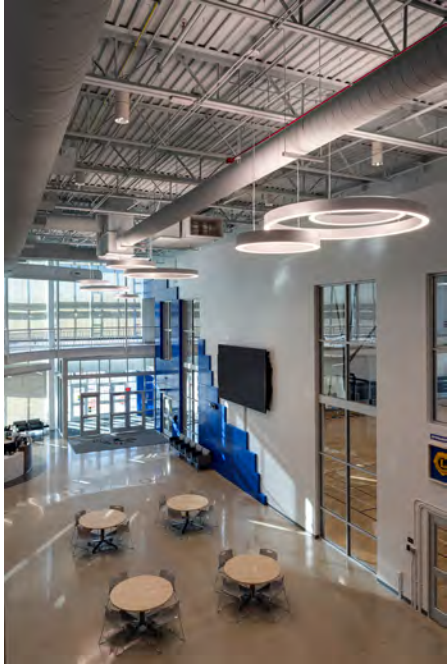


CONSTRUCTION MANAGEMENT

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

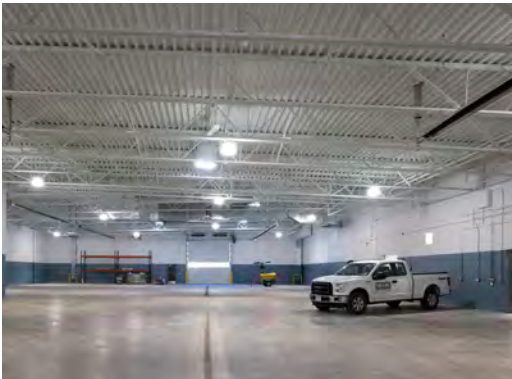


**CONSTRUCTION
MANAGEMENT**

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
Tennessee 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 in to 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 | \$0.00 | \$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:

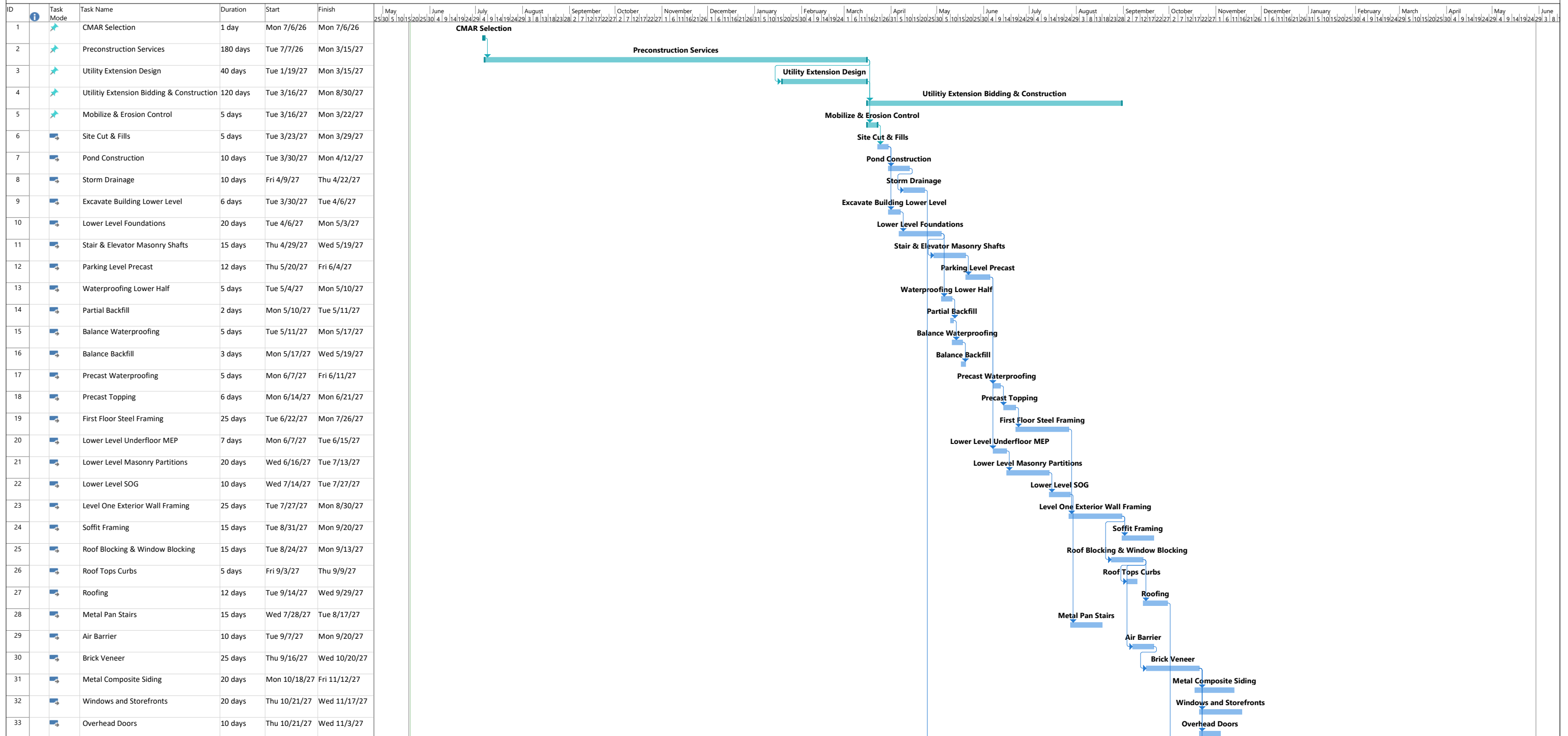
Moore Construction Services utilizes a structured, transparent bidding and procurement process that emphasizes early trade partner engagement, competitive pricing, and alignment with project goals ensuring we meet Wisconsin state statutes for public bidding.

- ✓ 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



Project: GermantownPD.mpp Date: Tue 5/19/26

Task Split

Legend: Milestone (blue diamond), Summary (dotted line), Project Summary (grey bar), Inactive Milestone (grey diamond), Inactive Summary (dotted line), Inactive Task (grey bar), Inactive Summary (grey diamond), Duration-only (grey bar), Manual Task (teal bar), Manual Summary Rollup (teal bar), Manual Summary (teal bar), Start-only (teal bar), Finish-only (teal bar), External Tasks (grey bar), External Milestone (grey diamond), Deadline (grey bar), Progress (grey bar), Manual Progress (teal bar).

Tue 5/19/26

Moore Construction Services

Village of

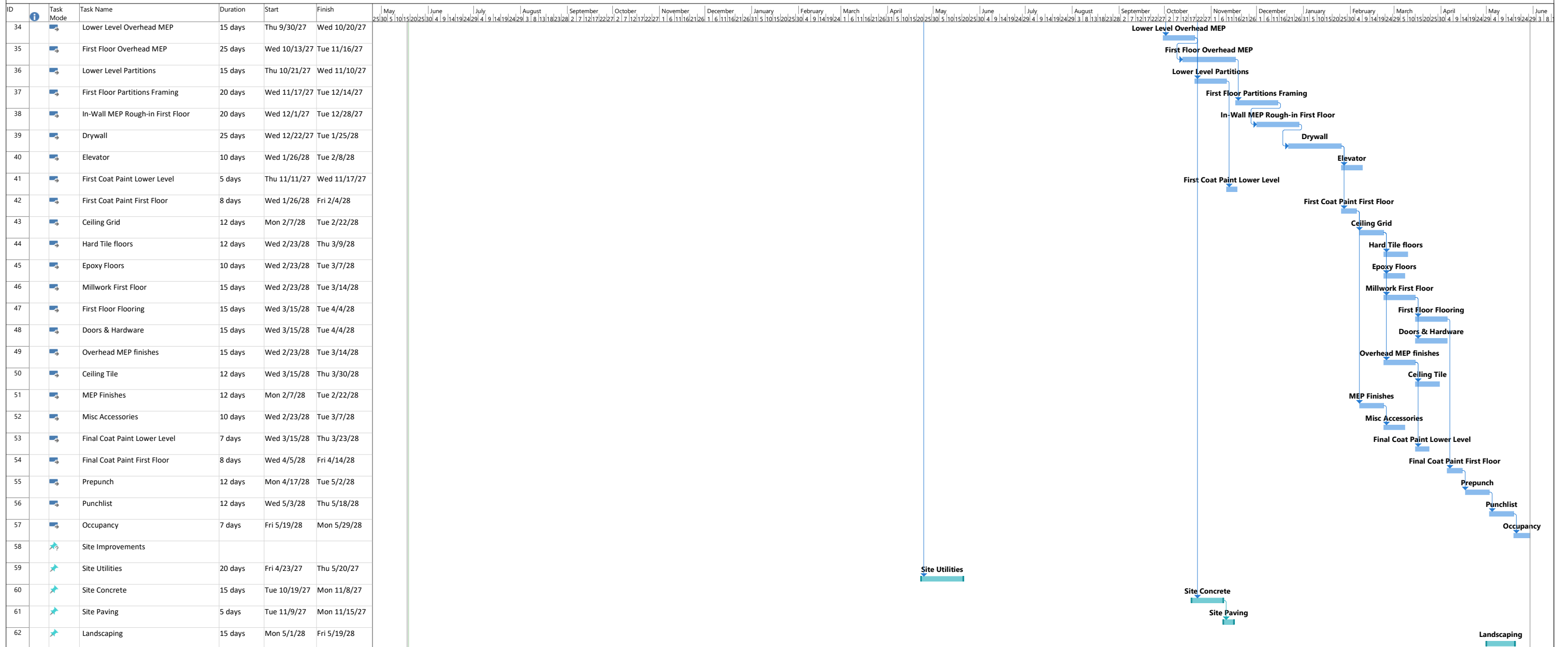


Germantown

Village of Germantown Police Department



YOUR CONSTRUCTION PARTNER



Project: GermantownPD.mpp Date: Tue 5/19/26

Task Milestone Project Summary Inactive Milestone Manual Task Manual Summary Rollup Start-only External Tasks Deadline Manual Progress
Split Summary Inactive Task Inactive Summary Duration-only Manual Summary Finish-only External Milestone Progress

Tue 5/19/26

Moore Construction Services

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.

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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 Manger 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 and 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



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— 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

❖ 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.

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§ 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.

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§ 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, 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.

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User Notes:

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§ 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.~~

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~~§ 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

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§ 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 costscost necessarily incurred by the Construction Manager in the proper performance of the Work. The CostScope 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

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~~**§ 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 Manger 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

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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.

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§ 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

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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.

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§ 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

[~~—~~« X »] 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.

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- .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' 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.

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§ 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

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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~~

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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.

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- .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.)

Michael J Moore

~~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)