EXHIBIT A

To

Request for Proposals from Architects for a Municipal Garage by the Village of Little Chute, WI

Preliminary Scope Overview

(attached)

Village of Little Chute

Preliminary Scope Overview

January 14, 2016

Purpose

The Village of Little Chute is soliciting proposals from qualified firms for the design and construction management of a new Municipal Services building to serve the Departments of Public Works and Parks, Recreation and Forestry. The Village owns a ~8 acre site in the Village of Little Chute Industrial Park that will be utilized for a new facility.

The purpose of this RFP is to identify experienced Design and Construction Management firms with the best combination of qualifications, experience with projects of a similar type and scope, experience with intensive collaboration with an owner during programming, design, pre-construction and proven practices in construction management services to develop and deliver the Project efficiently and effectively with respect to time and cost. The village is committed to a fiscally responsible delivery method for this major facility, while also ensuring that the long-term needs of the village are taken into account during the design phase. The village will also work with the selected firm to ensure that operational efficiency is maximized in design and layout of this new facility.

Background Information

The Village of Little Chute intends to construct a new public works/parks, recreation forestry garage (Municipal Service Building) in the Village of Little Chute. The garage's program will include heated parking, space for vehicles, parts storage, signage, truck bay, mechanic area and associated bays, bulk fluids, lockers, and office space for supervisors. Site facilities will include paved areas, parking, utilities, lighting and landscaping. In addition, a yard waste site and salt storage facility will be added to this site. The entire facility is estimated to be approximately 30,000 -40,000 square feet on one level. For additional information, please see the attached Needs Assessment.

Strong consideration will be given to the firms which have experience with facilities that are similar in type and size, and those with previous designs, which are creative, provide flexibility in their use, provide for future reuse or expansion, make efficient use of the site and are energy efficient.

Scope of Services

The Village is interested in retaining firms to assist with programming, preliminary design, bidding and construction management, according to the following Scope of Services. It is intended that the scope will be turnkey and a fully executed project. This list is not meant to be fully exhaustive. Please provide your recommended scope of services with your submittal/proposal.

1. **Preliminary Design and Budgeting**
    a. Review owner's needs, goals, and priorities.
    b. Assess proposed site.
    c. Evaluate owner's budget and financing.
    d. Establish and set team meetings agendas and minutes.
    e. Develop project's critical timeline, develop calendar of events.
    f. Assist in identifying applicable project funding programs if available.

2. **Project Programming**
   a. Interview the appropriate village personnel needed for developing the square footage/space requirements of the building.
   b. Assist the owner in obtaining a property survey if not available to verify existing property lines and topography.
   c. Evaluate energy efficient building materials, equipment and systems.
   d. Assess owner's site conditions and needs such as storm water management and traffic flow, etc.

3. **Design and Development of Building Packages for Building(s), Grading and Utilities**
   a. Develop schematic site plan showing location of the building, salt storage, parking lot and green space on the site.
   b. Develop concept floor plans based on space needs analysis and long range plans.
   c. Develop schematic elevations of building exterior indicating materials and preliminary construction type.
   d. Provide project construction cost estimate from space needs analysis and concept plans.
   e. Develop and coordinate Construction Documents for Civil, Architectural, MEPs and specifications to be used for bidding and construction.
   f. Work with Village to discuss alternatives to snow storage in the Village, utilizing properties under current Village ownership.

4. **Construction Management**
   a. Bid package design and execution for multiple divisions of work.
   b. Assist owner in prequalification of prospective bidders.
   c. Conduct pre-bid meetings.
   d. Conduct bid review of all multiple bid units and make recommendation to village for award of each bid unit which will be contracted through the construction manager.
   e. Provide full time on-site supervision whenever work is being performed to ensure quality is being attained and compliance with plans and specifications.
   f. Administer all pay requests and change orders.

EXHIBIT B

To

Request for Proposals from Architects for a Municipal Garage by the Village of Little Chute, WI

Geotechnical Report

(attached)

AMERICAN ENGINEERING TESTING, INC.

CONSULTANTS
• ENVIRONMENTAL
• GEOTECHNICAL
• MATERIALS
• FORENSICS

REPORT OF PRELIMINARY GEOTECHNICAL EXPLORATION NIXON STREET INDUSTRIAL SITE LITTLE CHUTE, WISCONSIN

January 19, 2012 AET Project No. 12-00695

Prepared for: Village of Little Chute
1940 Buchanan Street
Little Chute, Wisconsin 54140

www.amengtest.com

AMERICAN ENGINEERING TESTING, INC.

CONSULTANTS
• ENVIRONMENTAL
• GEOTECHNICAL
• MATERIALS
• FORENSICS

January 19, 2012

Mr. Roy Van Gheem, P.E.
Director of Public Works
Village of Little Chute
1940 Buchanan Street
Little Chute, Wisconsin 54140

RE: Report of Preliminary Geotechnical Exploration
Nixon Street Industrial Site
Little Chute, Wisconsin
AET Project No. 12-00695

Dear Mr. Van Gheem:

Following your acceptance of our proposal of December 21, 2011, we have completed this geotechnical exploration. In this report we present the results of our field exploration program and laboratory testing and our recommendations for earthwork and foundation design and construction. We are submitting three copies of this report to you. This report is the instrument of service defined in our proposal.

We have enjoyed working with you on this phase of the project. If you have questions about this report or if we can be of further assistance, please contact us.

Sincerely,

American Engineering Testing, Inc.

William C. Kwasny, P.E.
Principal Engineer

William D. Anderson, P.E.
Geotechnical/Materials Engineer

3194 Market Street, Suite C | Green Bay, WI 54304
Phone 920-347-1286 | Fax 920-347-0596 | www.amengtest.com | AA/EEO

Signature Page

Prepared for:

Mr. Roy Van Gheem, P.E.
Director of Public Works
Village of Little Chute
1940 Buchanan Street
Little Chute, Wisconsin 54140

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Report Authored By:

William C. Kwasny, P.E.
Principal Engineer

Review Conducted By:

William D. Anderson, P.E.
Geotechnical/Materials Engineer

Benjamin B. Mattson, P.E.
Geotechnical Engineer

WISCONSIN
BENJAMIN B. MATTSON
E-41085
WESTON, WI
PROFESSIONAL ENGINEER

Important Information about Your

Geotechnical Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Geotechnical Services Are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical engineering study conducted for a civil engineer may not fulfill the needs of a construction contractor or even another civil engineer. Because each geotechnical engineering study is unique, each geotechnical engineering report is unique, prepared *solely* for the client. No one except you should rely on your geotechnical engineering report without first conferring with the geotechnical engineer who prepared it. *And no one — not even you* — should apply the report for any purpose or project except the one originally contemplated.

Read the Full Report

Serious problems have occurred because those relying on a geotechnical engineering report did not read it all. Do not rely on an executive summary. Do not read selected elements only.

A Geotechnical Engineering Report Is Based on A Unique Set of Project-Specific Factors

Geotechnical engineers consider a number of unique, project-specific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, do not rely on a geotechnical engineering report that was:

- not prepared for you,
- not prepared for your project,
- not prepared for the specific site explored, or
- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical engineering report include those that affect:

- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light industrial plant to a refrigerated warehouse,
- elevation, configuration, location, orientation, or weight of the proposed structure,
- composition of the design team, or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes—even minor ones—and request an assessment of their impact. *Geotechnical engineers cannot accept responsibility or liability for problems that occur because their reports do not consider developments of which they were not informed.*

Subsurface Conditions Can Change

A geotechnical engineering report is based on conditions that existed at the time the study was performed. *Do not rely on a geotechnical engineering report* whose adequacy may have been affected by: the passage of time; by man-made events, such as construction on or adjacent to the site; or by natural events, such as floods, earthquakes, or groundwater fluctuations. *Always* contact the geotechnical engineer before applying the report to determine if it is still reliable. A minor amount of additional testing or analysis could prevent major problems.

Most Geotechnical Findings Are Professional Opinions

Site exploration identifies subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgment to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ—sometimes significantly—from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide construction observation is the most effective method of managing the risks associated with unanticipated conditions.

A Report's Recommendations Are *Not* Final

Do not overrely on the construction recommendations included in your report. *Those recommendations are not final,* because geotechnical engineers develop them principally from judgment and opinion. Geotechnical engineers can finalize their recommendations only by observing actual

subsurface conditions revealed during construction. *The geotechnical engineer who developed your report cannot assume responsibility or liability for the report's recommendations if that engineer does not perform construction observation.*

A Geotechnical Engineering Report Is Subject to Misinterpretation

Other design team members' misinterpretation of geotechnical engineering reports has resulted in costly problems. Lower that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Contractors can also misinterpret a geotechnical engineering report. Reduce that risk by having your geotechnical engineer participate in prebid and preconstruction conferences, and by providing construction observation.

Do Not Redraw the Engineer's Logs

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical engineering report should *never* be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, *but recognize that separating logs from the report can elevate risk.*

Give Contractors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can make contractors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give contractors the complete geotechnical engineering report, *but* preface it with a clearly written letter of transmittal. In that letter, advise contractors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. *Be sure contractors have sufficient time* to perform additional study. Only then might you be in a position to give contractors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

Read Responsibility Provisions Closely

Some clients, design professionals, and contractors do not recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic expectations that have led to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled "limitations" many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Geoenvironmental Concerns Are Not Covered

The equipment, techniques, and personnel used to perform a *geoenvironmental* study differ significantly from those used to perform a *geotechnical* study. For that reason, a geotechnical engineering report does not usually relate any geoenvironmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated environmental problems have led to numerous project failures.* If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the *express purpose* of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may have been addressed as part of the geotechnical engineering study whose findings are conveyed in this report, the geotechnical engineer in charge of this project is not a mold prevention consultant; ***none of the services performed in connection with the geotechnical engineer's study were designed or conducted for the purpose of mold prevention. Proper implementation of the recommendations conveyed in this report will not of itself be sufficient to prevent mold from growing in or on the structure involved.***

Rely on Your ASFE-Member Geotechnical Engineer for Additional Assistance

Membership in ASFE/The Best People on Earth exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit for everyone involved with a construction project. Confer with your ASFE-member geotechnical engineer for more information.

ASFE
THE BEST PEOPLE ON EARTH
8811 Colesville Road/Suite G106, Silver Spring, MD 20910
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e-mail: info@asfe.org www.asfe.org

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1.0 INTRODUCTION

The Village of Little Chute (Village) has acquired a site covering about 16 acres at the intersection of Nixon Street and Elm Street. This is in an industrial area; many of the adjacent sites have already been developed. Other than an outdoor theater which had occupied the northern part of the site, no other structures are known to have existed on the parcel. The site is currently vacant, but is used by the Village for disposal of snow from street plowing operations in the winter. There are also stockpiles of various materials (soil, gravel, shredded wood) in the northern part of the site.

As of the date of this report there are no definitive plans for the types or numbers of structures that might be built on the site, nor which types of industries or tenants would occupy the buildings. For purposes of this report we have assumed that the buildings would have precast concrete perimeter bearing walls and interior steel frame systems. Based on our experience with industrial developments, we anticipate that these buildings could have wall loads as high as 6 to 8 kips per linear foot, with column loads in the range of 100 to 200 kips.

The finished floor elevations would probably be set at several feet above the adjacent streets to provide drainage away from the buildings. For purposes of this report we have assumed live floor loads that would be static (i.e., no dynamic machinery or equipment) and would not exceed 500 pounds per square foot. We have also assumed that there would be forklift traffic in the buildings.

Industrial facilities of the type under consideration would have extensive paved parking areas, with a traffic pattern ranging from automobiles/vans/pickups in employee parking lots, to semi-tractor trailers with HS-20 and HS-25 loadings in truck parking and drive areas.

2.0 SCOPE OF SERVICES

Our scope of services for this preliminary geotechnical exploration is limited to the following elements:

- Stake the boring locations and clear underground utilities through Diggers Hotline;
- Drill and sample 15 borings, each to a depth of 15 feet;
- Backfill the boreholes with bentonite chips to comply with Wisconsin Administrative Code NR 141;
- Submit recovered soil samples to our laboratory for examination, routine testing, visual-manual classification, and preparation of boring logs; and
- Prepare the preliminary geotechnical report.

We prepared this preliminary report to describe the soil and groundwater conditions found in our borings; to evaluate these conditions with respect to the anticipated type of development that would occur on the site; and to present recommendations for feasible methods of earthwork, foundations and floor slab and pavement subgrade design and construction. We strongly recommend that any party who purchases all or part of the site commission a project-specific geotechnical exploration for his development. The purchaser should not rely solely on this report for final design of the facilities. In addition, our scope of services does not include any testing of the environmental conditions of the soil or groundwater, nor consultation on lead, asbestos, radon, mold or silica.

3.0 APPROPRIATE USE OF GEOTECHNICAL REPORT

The purpose of this report is to provide geotechnical engineering recommendations. In the report we give a generalized overview of the soil conditions that we used in developing these recommendations. As discussed in the enclosed *ASFE Notes*, which are an integral part of this report, our report and soil boring information are not to be relied on by any parties for purposes other than geotechnical recommendations. This report is not to be used as the sole basis to

establish firm bid quantities by excavators or other parties. Variations in subsurface conditions were found to exist between the borings, and the stratification lines noted on the borings are approximate.

Bid quantity estimation by "averaging" depths and strata changes from boring logs is not permitted. Too many variations exist for such "averaging" to be valid, particularly in the topsoil thickness; the locations, depths, and types of fill and whether it contains debris; the soil types and condition; and groundwater conditions. The subsurface conditions shown on the boring logs with this report represent those at the time of drilling; these conditions can change, particularly the groundwater levels and the moisture condition of the soils.

A different scope of professional services would be required to obtain subsurface information needed for earthwork bid preparation. This scope could include additional borings, and possibly test pits. Even with this additional information, contingencies should always be carried in construction budgets to cover variations in subsurface conditions. Soil borings cannot present the same full-scale view that is obtained during complete site grading, excavation, or other aspects of earthwork construction.

4.0 AVAILABLE GEOTECHNICAL INFORMATION

Before we drilled the borings we reviewed the maps in the Outagamie County Soil Survey published by the United States Department of Agriculture Soil Conservation Service (1978). The pertinent map shows that the main naturally-occuring soil types on the site (outside of the former outdoor theater area) consist of the Poygan silty clay loam and the Grays silt loam. The map does not indicate organic soils, wetlands, swamps or marshes on the site.

The Village gave us a test report prepared by Midwest Engineering Services (MES) in 2011; the

MES field exploration consisted of three shallow test pits dug by backhoe. There was no test pit location diagram with the report, so we do not know where the pits were excavated on the site. MES described surficial fill to about 3 to 6.5 feet, overlying "peat" in one test pit. Below the fill and "peat" MES found non-organic silty clay. MES ran no laboratory tests on the soils they recovered from the test pits.

The Village also gave us a report prepared by Bates Soil & Water Testing Services, LLC, based on shallow test pits to evaluate the potential to infiltrate storm water on the site. This report describes about 4.5 to 7 feet of fill at the test pit locations, overlying silt loam, silty clay loam, and clay. This report classified the very dark brown and black soils immediately underlying the fill as silt loam, and no soils were classified as "peat." The report presented the conclusion that the site is not feasible for storm water infiltration, and would be exempt from this requirement.

5.0 SUBSURFACE EXPLORATION AND TESTING

5.1 Field Exploration Program

We drilled and sampled 15 borings for this project, each to a depth of 20 feet. We recommended the number, depths, and locations of the borings based on our understanding of the Village's requirements for geotechnical information and on the potential type of development on the site. We located the borings by measuring from the curb lines of the streets bordering the site; the approximate boring locations are shown on Figure 1 enclosed with this report. Before we drilled we contacted Diggers Hotline to mark public underground utility lines on the site.

We drilled the borings with a truck-mounted CME 55 rig, using hollow stem augers to advance the boreholes and sampling by the split-barrel method (ASTM: D 1586). The drill crew kept field logs noting the methods of drilling, along with the Standard Penetration values (N-values, "blows per foot"), preliminary soil classifications, and observed groundwater levels.

Representative portions of recovered soil samples were sealed in glass jars to prevent moisture loss and submitted to our laboratory. We backfilled the boreholes with bentonite chips to comply with Wisconsin Administrative Code NR 141.

5.2 Laboratory Classification

The laboratory testing was initiated by a geotechnical engineer examining each of the recovered soil samples to assess the major and minor soil components, while also noting the color, degree of saturation, and lenses or seams found in the samples. The engineer visually/manually classified each of the recovered soil samples on the basis of texture and plasticity in accordance with the Unified Soil Classification System (USCS). The capital letters in parenthesis following the written soil descriptions on the boring logs are the estimated group symbols based on this system. A chart describing this classification system is included in Appendix A.

We performed moisture content tests, density tests, and hand penetrometer tests on representative samples recovered from our borings. The results of these tests are shown on the respective boring logs.

We grouped the soils by type into the strata shown on the boring logs. The stratification lines shown on the logs are approximate; *in-situ*, the transition between soil types may be gradual or abrupt in the horizontal and vertical directions.

We will retain the soil samples from this program for 60 days after the date of this report. If you wish to have the samples retained beyond this time, we ask that you please advise us; otherwise the samples will be discarded.

6.0 SITE CONDITIONS

6.1 Surface Features/Topography/Geological History

On the date we drilled the site was an open, relatively level parcel of land. It was apparent that the northern portion of the site had been filled. The grades were about 2 feet above street level in the northern part of the site, and rose approaching the south property line, forming a berm between the site and the property to the south. We also observed an elongated depressed area between borings 3 and 5 in which trees were growing and water was standing. A ditch traversed the site in an east-west direction south of borings 7 and 8.

In the northern third of the site (north of borings 3 and 4) we observed random piles of soil and gravel, with a pile of shredded wood just north of boring 2. The remainder of the site was covered with weeds and grasses.

The geological history of the soils below the fill is deposition as till and coarse alluvium from the late Wisconsinan glacial period.

6.2 Subsurface Conditions

The soil conditions found in our borings are shown on the logs enclosed with this report. The conditions that we describe and discuss in this report are pertinent only at the borings and under the environment at the time of drilling.

In borings 1, 2, 2TB, 3, 4, and 8 we found surficial fill that extended to depths of 1 foot to 5.5 feet; the fill consisted mostly of silty clay. In borings 7, 9, 11, 12, 13, and 14 we found surficial topsoil ranging from a few inches to 2 feet thick.

In borings 2TB, 3, 4, and 8 we found buried topsoil ranging from 1 foot to 2 feet thick. In our

opinion, and based on our laboratory tests, this layer is not "peat." Because of the buried topsoil layer, we believe that the fill was not placed in a controlled manned with intent of supporting footings or floor slab. In borings 5, 6, and 10, we did not find topsoil, fill, or buried topsoil.

Below the surficial topsoil, buried topsoil, and fill (and from the ground surface in borings 5, 6, and 10), we found primarily cohesive soils, consisting of silty clay and lean clay (low plasticity soils). In some of the borings we found random interbedded layers of sandy lean clay, clayey sand, silty sand, and lean to fat clay. The cohesive soils had consistencies (unconfined compressive strengths) ranging from 0.5 tons per square foot (soft) to greater than 4 tons per square foot (hard). In most of the borings the consistency decreased with depth. The cohesive soils are stiffer near the surface, probably due to desiccation (drying) since the time of deposition over 25,000 years ago.

6.3 Groundwater

We did not encounter free groundwater in any of our borings, while drilling or after drilling. However, the soils we found are of low permeability, and an extended period of time, on the order of days or weeks, would be required for the groundwater to reach equilibrium in open boreholes. We are not allowed to leave boreholes open for such periods, for safety and environmental considerations. Further, boreholes left open for long periods will cave in, which can cause misleading water level readings.

In order to define the groundwater tables on this site (hydrostatic and/or perched) it would be necessary to install and read temporary piezometers (monitoring wells), and this was not in our scope of services. If a party purchasing this site plans to have below-grade levels in a building (e.g., basements or equipment pits), we strongly recommend that they include piezometers in their project-specific boring program so that their design accounts for groundwater.

7.0 REVIEW AND RECOMMENDATIONS

7.1 Discussion

The soil conditions on this site are such that conventional spread footing foundations will be feasible for industrial structures, but certain issues must be dealt with, and there will be limitations in using some parts of the site, depending on the actual structural loads that will be developed. First, in those portions of the site where there is fill and buried topsoil, soil correction must be carried out under building footprints, to remove the fill and buried topsoil to a suitable subgrade, followed by placement of compacted fill to form a building pad. In those portions of the site where there is no fill, but where there is surficial topsoil, the topsoil must be stripped from under the building footprint before new compacted fill is placed.

The shear strength and compressibility of the naturally-occurring soils are more favorable in some parts of the site, and higher bearing pressures, consistent with acceptable settlements, can be used in these areas. In our opinion, it is the potential settlement that will limit what types of buildings and/or what intensity of live floor loads can be used in certain parts of this site. The cause of this is the **decreasing** stiffness and **increasing** compressibility of the clayey soils in some parts of the site. For buildings that would have column and wall loads that allow footing designs that do not stress the deeper, lower consistency soils (e.g., footings less than about 5 feet wide), acceptable building settlements, typically taken as 1 inch or less, would result because the stress would be carried in the desiccated zone. However, with heavier loads that require larger footings, applying stress deeper into the soil, excessive settlement is a possibility, and such buildings would require soil improvement, such as the installation of Geopiers, in order to use footing foundations. In our opinion, driven piles or drilled piers (caissons) would not be required.

Floor loads in industrial buildings commonly cover large areas, thus imparting stress deeper into the soil. Heavy floor loads on this site, such as those in excess of about 500 pounds per square

foot, can result in excessive slab settlement and cracking, and can even cause column or wall settlement if the floor loads are placed too close to these elements. This could also be the case with dynamic machinery or equipment loads on the slabs. With respect to floor slab subgrade preparation, we recommend the use of crushed rock as the final leveling course, to provide better performance of joints under fork lift traffic.

For pavements on this site, it may not be necessary to carry out soil correction where the buried topsoil was found, depending on the risk preference of the facility owner. We recommend that all surface debris such as shredded wood, as well as all vegetation, including the root mat and all surficial topsoil, be stripped from areas where pavements are to be built.

7.2 Site Preparation

In this section we present general recommendations for site preparation. The final methods that should be used will depend on the type and design of the building that is planned.

All surficial topsoil and vegetation should be stripped and all existing fill and buried topsoil should be undercut. None of these materials would be suitable for reuse as compacted fill under buildings or parking lots. We strongly recommend that estimates of soil correction and undercut depths not be determined by straight-line interpolation between our borings. The information from our borings should only be used for **preliminary** estimates of earthwork; final calculations should be based on project-specific borings that are drilled for a defined structure.

The contractor must be careful when removing the fill and surficial/buried topsoil, to avoid disturbing the base soils. Any base soils that are disturbed should be removed and replaced with select compacted fill.

We recommend that the soil used to prepare building pads on this site be a select granular soil meeting the gradation of WisDOT 209, Grade 1 or 2. This sand should be placed on a base of stiff to hard undisturbed naturally-occurring clay in loose lifts no thicker than 8 inches, with each lift mechanically compacted to at least 95% of the maximum Modified Proctor dry density (ASTM: D 1557) before the next lift is placed. The lateral fill zone below all foundations should at least be equal to the vertical depth of fill needed to attain foundation grade at that location (i.e., 1:1 lateral oversize).

In areas that are to be paved, we recommend using lean clay or sandy lean clay as the fill to build the subgrade. This fill should be placed in loose lifts no thicker than 6 inches, at a moisture content within 2% above or below the optimum moisture content as determined by the Standard Proctor test (ASTM: D 698). Each lift should be compacted to at least 98% of the maximum Standard Proctor dry density. We recommend that the final 12 inches of subgrade in all paved areas intended to carry truck traffic consist of granular soil meeting the gradation of WisDOT 209 Grade 1.

The sidewall slopes of all excavations on this project must comply with OSHA regulations. It is our opinion that the soils on the site should be classified as OSHA Type C, but the final decision of the OSHA type of soil should be made by the earthworks contractor's "competent person." For design and estimating purposes, we recommend that the side walls of the excavations be planned at a slope no steeper than 1.5 units horizontal to 1 unit vertical (1.5H:1V).

For additional recommendations on backfill placement and compaction below foundations, please refer to the standard sheet in Appendix A of this report entitled "Excavation and Refilling for Structural Support."

7.3 Foundation Design

After the site has been prepared as described above, the buildings may be supported on spread footing foundations. We recommend that the bottom of perimeter footings for heated buildings bear at least 4 feet below final outside grade for protection from frost penetration. Interior footings in heated areas would typically bear about 18 to 24 inches below top of finished floor, depending on the footing thickness. Exterior footings for structures away from the building, such as canopy columns or screen walls, should bear at least 6 feet below final grade, because deeper frost penetration can occur in open areas, especially if they are kept free of snow.

We anticipate that these footings would bear on stiff to hard clay, or on compacted fill placed over a suitable subgrade. For preliminary design, we recommend using a maximum net allowable soil bearing pressure ranging from 2,000 to 3,000 pounds per square foot. This refers to the bearing pressure applied to the soil in excess of the pressure from the surrounding depth of overburden. The actual design bearing pressure should be selected only after a project–specific geotechnical exploration has been carried for each building planned on the site.

The estimated total settlement of buildings designed using the recommended bearing pressure would be 1 inch or less if the footings do not excessively stress the deeper, lower consistency clays. If it is determined that this application of deeper stress would occur, and the soils at that location are excessively compressible, then Geopiers should be considered.

7.4 Interior Floor Slab Subgrade

The recommendations given in this section apply only for live floor loads less than 500 pounds per square foot. If larger floor loads or dynamic loads must be considered, then a special analysis would be required after project-specific borings are drilled; such a program should include laboratory consolidation tests so the performance of heavy floor loads could be analyzed.

We recommend that all underslab utility trenches and all footing trenches/excavations be backfilled with imported granular soil, for relative ease of compaction in narrow, confined spaces. The excavated clay should not be used for trench backfill. The backfill should be placed in loose lifts about 4 to 6 inches thick, with each lift mechanically compacted using manually-operated impact or vibratory equipment, to at least 95% of the maximum modified Proctor dry density.

With a subgrade prepared as described, we recommend that the structural engineer use a modulus of subgrade reaction of 175 pounds per cubic inch for slab design.

We recommend that the final 6 to 8 inches of leveling course under all slabs in non-office areas of the buildings on this site consist of 100% crushed rock meeting the gradation of WisDOT 305, ¾ inch or 1-1/4 dense-graded base. This material will lock together and provide better resistance to movement at joints under the action of forklift trucks. The structural engineer designing the slabs should assess the need for placing dowels at slab joints to provide positive shear transfer.

We recommend placement of a vapor retarder under the slabs of the buildings on this site, because of the clayey soils. The purpose of a vapor retarder is to reduce the potential for the upward migration of water vapor from the soil, into and through the concrete. When the vapor condenses on the slab surface, it can damage floor coverings such as tile, carpeting, or wood, or floor coatings or sealers. Methods of vapor retarder design are given in Part 2, section 302 of the American Concrete Institute *Manual of Concrete Practice.*

The floor slabs on-grade should have control joints and construction joints at spacings recommended by the Portland Cement Association and the American Concreter Institute. The slabs should be cast independent of the perimeter foundation walls of the buildings.

7.5 Exterior Slabs

We recommend that special subgrade soils be placed under exterior entry slabs at doorways, garage door aprons, and sidewalks that abut the buildings, rather than casting these slabs on the silty or clayey soils. The silty and clayey soils can heave when they freeze each winter, raising the overlying slabs and possibly jamming doors or damaging the buildings.

The soil placed as the subgrade to a depth of at least 4 feet below the bottom of slabs and 2 feet beyond the edges of slabs should be a select, free-draining, non-frost susceptible sand. This can be a well-graded sand or sand-gravel mixture having less than 5% passing the No. 200 sieve. This non-frost susceptible (NFS) fill should be compacted to at least 95% of the maximum Modified Proctor dry density.

We recommend placing drain pipes at the base of the NFS fill zones to remove water that infiltrates from the surface. These pipes should be connected to the site storm sewer system.

7.6 Pavement Subgrades

We have described in a previous section of this report our recommendations for preparation of the subgrade for pavements on this site.

If the owner decides to not undercut and replace the areas with buried topsoil, the we recommend that the civil engineer who designs the pavements for this condition use a California Bearing ratio of 3, along with his defined traffic pattern and the owner's desired pavement life, to select the pavement section.

In areas where soil correction is carried out, and in areas where there is no fill but the topsoil is stripped, and where a 1-foot subbase of select sand is placed, we recommend that the civil

engineer use a CBR of 6 for his design.

7.7 Storm Water Disposal

Based on our borings, we concur with Bates Soil & Water Testing Services LLC that infiltration on this site is not feasible.

8.0 CONSTRUCTION CONSIDERATIONS

8.1 Groundwater

Based on the conditions found in our borings, it is our opinion that hydrostatic groundwater would not adversely affect the design or construction of buildings without below-grade levels on this site. We have discussed earlier the installation and reading of piezometers in project-specific borings for buildings that would have below grade levels. The analysis of conditions for these structures should be based on the conditions that are found.

If any water seeps into excavation from perched water layers, or collects from precipitation or runoff, it should be promptly pumped out. The contractor should not permit water to stand ponded on the clayey soils since it would soften and disturb these soils. Further, the contractor should not be permitted top place fill or concrete into standing water or over softened soils in an attempt to displace these materials. This method can trap softened soils under the buildings or pavement, causing excess post-construction settlement even if the softened zone is only a few inches thick.

8.2 Equipment Selection/Soil Disturbance

The soil types at this site can be easily disturbed by construction equipment, especially when the soils are saturated or during freeze/thaw conditions. It is the earthwork contractor's responsibility to choose equipment and work procedures that will not disturb the subgrade soils. The contractor

should also route construction traffic away from prepared foundation soils and areas of pavements and slabs, to avoid soil disturbance.

If the equipment the contractor selects causes disturbance of the soils, it is the contractor's responsibility to switch to other types of equipment and/or earthwork methods. The responsibility to properly select construction equipment to avoid disturbing the soils on this site lies solely with the contractor. A note to this effect should be included in the project specifications.

8.3 Winter Construction

Only unfrozen fill and backfill should be used, and contractors may charge extra for importing unfrozen soil or keeping soil from freezing. Placement of fill and/or foundation concrete must **not** be permitted on frozen soil, nor should bearing soils under grade beams or slabs be allowed to freeze after concrete is placed, because excessive post-construction settlement could occur as the frozen soils thaw. We strongly recommend that the issue of winter construction be discussed at a pre-construction meeting, and that the general contractor and subcontractors be required to submit their plans for winter construction in writing.

8.4 Construction Safety

All excavations on this project must comply with the requirements of OSHA 29 CFR, Part 1926, Subpart P, "Excavations and Trenches." This document states that excavation safety is solely the responsibility of the contractor; the decisions regarding safe slopes on the project are to be made by the contractor's "competent person." Reference to this OSHA requirement should be included in the job specifications. The responsibility to provide safe working conditions on the site, for earthwork, building construction, or any associated operations, is not borne in any manner by American Engineering Testing, Inc.

8.5 Construction Testing

The recommendations in this report are based on the subsurface conditions found at our test boring locations. Since soil conditions vary among the boring locations, we recommend that the owner retain the services of a geotechnical/material engineering firm to provide observation and testing during construction, including foundations soils observations and backfill compaction testing, as well as testing of concrete, structural steel, and masonry. We welcome the opportunity to provide the observation and testing services for this project.

9.0 GENERAL QUALIFICATIONS

We have prepared this preliminary report based on 15 widely-spaced borings and on certain assumptions regarding the types of structures that might be built on this site. We strongly recommend that any party who purchases all or part of the site have a project-specific geotechnical exploration carried out at the location of his building or buildings. This preliminary report is not intended to be used for final design of earthwork, foundations, slabs or pavements for this site.

We determined the soil and groundwater conditions at 15 locations on this site. Significant variations in the soil conditions were found, and it is likely that additional variations exist that could not be determined from our borings or our site reconnaissance. These variations would not become apparent until further borings are drilled and until excavation is started. No warranty, express or implied, is presented with respect to the soils and groundwater conditions on this site.

10.0 ASTM STANDARDS

When we refer to an ASTM Standard in this report, we mean that our services were performed in general accordance with that standard. Compliance with any other standards referenced within the specified standard is neither inferred nor implied.

11.0 STANDARD OF CARE

We have endeavored to provide our engineering services for this project in accordance with the local standard of practice for geotechnical and material engineers. Other than this, no warranty, express or implied, is intended.

Report Authored By:

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Principal Engineer

Review Conducted By:

William D. Anderson, P.E.
Geotechnical/Materials Engineer

Benjamin B. Mattson, P.E.
Geotechnical Engineer

Appendix A

AET Project No. 12-00695

Geotechnical Field Exploration and Testing
Boring Log Notes
Unified Soil Classification System
Figure 1 – Boring Locations
Subsurface Boring Logs
Excavation and Refilling for Structural Support

Appendix A
Geotechnical Field Exploration and Testing
AET Project No. 12-00695

A.1 FIELD EXPLORATION

The subsurface conditions at the site were explored by drilling and sampling fifteen (15) standard penetration test borings. The locations of the borings appear on Figure 1 preceding the Subsurface Boring Logs in Appendix A.

A.2 SAMPLING METHODS

A.2.1 Split-Spoon Samples (SS)

Standard penetration (split-spoon) samples were collected in general accordance with ASTM: D1586. The ASTM test method consists of driving a 2-inch O.D. split-barrel sampler into the in-situ soil with a 140-pound hammer dropped from a height of 30 inches. The sampler is driven a total of 18 or 24 inches into the soil. After an initial set of 6 inches, the number of hammer blows to drive the sampler the next 12 inches is known as the standard penetration resistance or N-value.

A.2.2 Disturbed Samples (DS)/Spin-up Samples (SU)

Sample types described as "DS" or "SU" on the boring logs are disturbed samples, which are taken from the flights of the auger. Because the auger disturbs the samples, possible soil layering and contact depths should be considered approximate.

A.2.3 Sampling Limitations

Unless actually observed in a sample, contacts between soil layers are estimated based on the spacing of samples and the action of drilling tools. Cobbles, boulders, and other large objects generally cannot be recovered from test borings, and they may be present in the ground even if they are not noted on the boring logs.

Determining the thickness of "topsoil" layers is usually limited, due to variations in topsoil definition, sample recovery, and other factors. Visual-manual description often relies on color for determination, and transitioning changes can account for significant variation in thickness judgment. Accordingly, the topsoil thickness presented on the logs should not be the sole basis for calculating topsoil stripping depths and volumes. If more accurate information is needed relating to thickness and topsoil quality definition, alternate methods of sample retrieval and testing should be employed.

A.3 CLASSIFICATION METHODS

Soil descriptions shown on the boring logs are based on the Unified Soil Classification System (USCS). The USCS is described in ASTM: D2487 and D2488. Where laboratory classification tests (sieve analysis or Atterberg Limits) have been performed, accurate classifications per ASTM: D2487 are possible. Otherwise, soil descriptions shown on the boring logs are visual-manual judgments. Charts are attached which provide information on the USCS, the descriptive terminology, and the symbols used on the boring logs.

The boring logs include descriptions of apparent geology. The geologic depositional origin of each soil layer is interpreted primarily by observation of the soil samples, which can be limited. Observations of the surrounding topography, vegetation, and development can sometimes aid this judgment.

A.4 WATER LEVEL MEASUREMENTS

The ground water level measurements are shown at the bottom of the boring logs. The following information appears under "Water Level Measurements" on the logs:

- Date and Time of measurement
- Sampled Depth: lowest depth of soil sampling at the time of measurement
- Casing Depth: depth to bottom of casing or hollow-stem auger at time of measurement
- Cave-in Depth: depth at which measuring tape stops in the borehole
- Water Level: depth in the borehole where free water is encountered
- Drilling Fluid Level: same as Water Level, except that the liquid in the borehole is drilling fluid

The true location of the water table at the boring locations may be different than the water levels measured in the boreholes. This is possible because there are several factors that can affect the water level measurements in the borehole. Some of these factors include: permeability of each soil layer in profile, presence of perched water, amount of time between water level readings, presence of drilling fluid, weather conditions, and use of borehole casing.

A.5 TEST STANDARD LIMITATIONS

Field and laboratory testing is done in general conformance with the described procedures. Compliance with any other standards referenced within the specified standard is neither inferred nor implied.

A.6 SAMPLE STORAGE

Unless notified to do otherwise, we routinely retain representative samples of the soils recovered from the borings for a period of 30 days.

BORING LOG NOTES

DRILLING AND SAMPLING SYMBOLS

Symbol	Definition
B, H, N:	Size of flush-joint casing
CA:	Crew Assistant (initials)
CAS:	Pipe casing, number indicates nominal diameter in inches
CC:	Crew Chief (initials)
COT:	Clean-out tube
DC:	Drive casing; number indicates diameter in inches
DM:	Drilling mud or bentonite slurry
DR:	Driller (initials)
DS:	Disturbed sample from auger flights
FA:	Flight auger; number indicates outside diameter in inches
HA:	Hand auger; number indicates outside diameter
HSA:	Hollow stem auger; number indicates inside diameter in inches
LG:	Field logger (initials)
MC:	Column used to describe moisture condition of samples and for the ground water level symbols
N (BPF):	Standard penetration resistance (N-value) in blows per foot (see notes)
NQ:	NQ wireline core barrel
PQ:	PQ wireline core barrel
RD:	Rotary drilling with fluid and roller or drag bit
REC:	In split-spoon (see notes) and thin-walled tube sampling, the recovered length (in inches) of sample. In rock coring, the length of core recovered (expressed as percent of the total core run). Zero indicates no sample recovered.
REV:	Revert drilling fluid
SS:	Standard split-spoon sampler (steel; 1d" is inside diameter; 2" outside diameter); unless indicated otherwise
SU	Spin-up sample from hollow stem auger
TW:	Thin-walled tube; number indicates inside diameter in inches
WASH:	Sample of material obtained by screening returning rotary drilling fluid or by which has collected inside the borehole after "falling" through drilling fluid
WH:	Sampler advanced by static weight of drill rod and 140-pound hammer
WR:	Sampler advanced by static weight of drill rod
94mm:	94 millimeter wireline core barrel
▼:	Water level directly measured in boring
▽:	Estimated water level based solely on sample appearance

TEST SYMBOLS

Symbol	Definition
CONS:	One-dimensional consolidation test
DEN:	Dry density, pcf
DST:	Direct shear test
E:	Pressuremeter Modulus, tsf
HYD:	Hydrometer analysis
LL:	Liquid Limit, %
LP:	Pressuremeter Limit Pressure, tsf
OC:	Organic Content, %
PERM:	Coefficient of permeability (K) test; F - Field; L - Laboratory
PL:	Plastic Limit, %
q_p:	Pocket Penetrometer strength, tsf (approximate)
q_c:	Static cone bearing pressure, tsf
q_u:	Unconfined compressive strength, psf
R:	Electrical Resistivity, ohm-cms
RQD:	Rock Quality Designation of Rock Core, in percent (aggregate length of core pieces 4" or more in length as a percent of total core run)
SA:	Sieve analysis
TRX:	Triaxial compression test
VSR:	Vane shear strength, remolded (field), psf
VSU:	Vane shear strength, undisturbed (field), psf
WC:	Water content, as percent of dry weight
%-200:	Percent of material finer than #200 sieve

STANDARD PENETRATION TEST NOTES

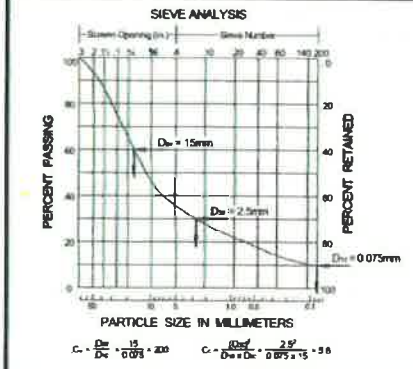
The standard penetration test consists of driving the sampler with a 140 pound hammer and counting the number of blows applied in each of three 6" increments of penetration. If the sampler is driven less than 18" (usually in highly resistant material), permitted in ASTM: D1586, the blows for each complete 6" increment and for each partial increment is on the boring log. For partial increments, the number of blows is shown to the nearest 0.1' below the slash.

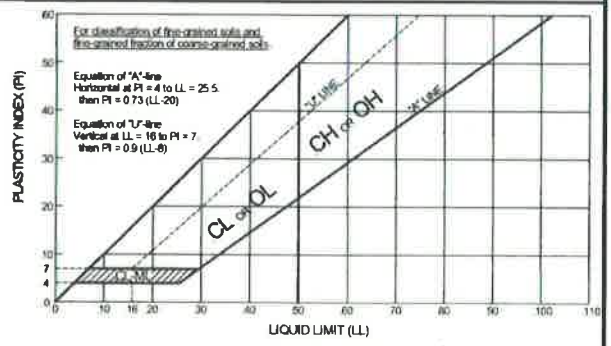
The length of sample recovered, as shown on the "REC" column, may be greater than the distance indicated in the N column. The disparity is because the N-value is recorded below the initial 6" set (unless partial penetration defined in ASTM: D1586 is encountered) whereas the length of sample recovered is for the entire sampler drive (which may even extend more than 18").

UNIFIED SOIL CLASSIFICATION SYSTEM
ASTM Designations: D 2487, D2488

AMERICAN ENGINEERING TESTING, INC.

Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests[A]				Soil Classification	
				Group Symbol	Group Name[B]
Coarse-Grained Soils More than 50% retained on No. 200 sieve	Gravels More than 50% coarse fraction retained on No. 4 sieve	Clean Gravels Less than 5% fines[C]	Cu≥4 and 1≤Cc≤3[E]	GW	Well graded gravel[F]
			Cu<4 and/or 1>Cc>3[E]	GP	Poorly graded gravel[F]
		Gravels with Fines more than 12% fines[C]	Fines classify as ML or MH	GM	Silty gravel[F,G,H]
			Fines classify as CL or CH	GC	Clayey gravel[F,G,H]
	Sands 50% or more of coarse fraction passes No. 4 sieve	Clean Sands Less than 5% fines[D]	Cu≥6 and 1≤Cc≤3[E]	SW	Well-graded sand[I]
			Cu<6 and 1>Cc>3[E]	SP	Poorly-graded sand[I]
		Sands with Fines more than 12% fines[D]	Fines classify as ML or MH	SM	Silty sand[G,H,I]
			Fines classify as CL or CH	SC	Clayey sand[G,H,I]
Fine-Grained Soils 50% or more passes the No. 200 sieve (see Plasticity Chart below)	Silts and Clays Liquid limit less than 50	inorganic	PI>7 and plots on or above "A" line[J]	CL	Lean clay[K,L,M]
			PI<4 or plots below "A" line[J]	ML	Silt[K,L,M]
		organic	Liquid limit–oven dried / Liquid limit – not dried <0.75	OL	Organic clay[K,L,M,N] / Organic silt[K,L,M,O]
	Silts and Clays Liquid limit 50 or more	inorganic	PI plots on or above "A" line	CH	Fat clay[K,L,M]
			PI plots below "A" line	MH	Elastic silt[K,L,M]
		organic	Liquid limit–oven dried / Liquid limit – not dried <0.75	OH	Organic clay[K,L,M,P] / Organic silt[K,L,M,Q]
Highly organic soil			Primarily organic matter, dark in color, and organic in odor	PT	Peat[R]





Plasticity Chart

Notes

[A] Based on the material passing the 3-in (75-mm) sieve.

[B] If field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.

[C] Gravels with 5 to 12% fines require dual symbols:
GW-GM well-graded gravel with silt
GW-GC well-graded gravel with clay
GP-GM poorly graded gravel with silt
GP-GC poorly graded gravel with clay

[D] Sands with 5 to 12% fines require dual symbols:
SW-SM well-graded sand with silt
SW-SC well-graded sand with clay
SP-SM poorly graded sand with silt
SP-SC poorly graded sand with clay

[E] $Cu = D_{60}/D_{10}$, $Cc = \frac{(D_{30})^2}{D_{10} \times D_{60}}$

[F] If soil contains ≥15% sand, add "with sand" to group name.

[G] If fines classify as CL-ML, use dual symbol GC-GM, or SC-SM.

[H] If fines are organic, add "with organic fines" to group name.

[I] If soil contains ≥15% gravel, add "with gravel" to group name.

[J] If Atterberg limits plot is hatched area, soils is a CL-ML silty clay.

[K] If soil contains 15 to 29% plus No. 200 add "with sand" or "with gravel", whichever is predominant.

[L] If soil contains ≥30% plus No. 200, predominantly sand, add "sandy" to group name.

[M] If soil contains ≥30% plus No. 200, predominantly gravel, add "gravelly" to group name.

[N] PI≥4 and plots on or above "A" line.

[O] PI<4 or plots below "A" line.

[P] PI plots on or above "A" line.

[Q] PI plots below "A" line.

[R] Fiber Content description shown below.

ADDITIONAL TERMINOLOGY NOTES USED BY AET FOR SOIL IDENTIFICATION AND DESCRIPTION

Grain Size

Term	Particle Size
Boulders	Over 12"
Cobbles	3" to 12"
Gravel	#4 sieve to 3"
Sand	#200 to #4 sieve
Fines (silt & clay)	Pass #200 sieve

Gravel Percentages

Term	Percent
A Little Gravel	3% - 14%
With Gravel	15% - 29%
Gravelly	30% - 50%

Consistency of Plastic Soils

Term	N-Value, BPF
Very Soft	less than 2
Soft	2 - 4
Firm	5 - 8
Stiff	9 - 15
Very Stiff	16 - 30
Hard	Greater than 30

Relative Density of Non-Plastic Soils

Term	N-Value, BPF
Very Loose	0 - 4
Loose	5 - 10
Medium Dense	11 - 30
Dense	31 - 50
Very Dense	Greater than 50

Moisture/Frost Condition (MC Column)

D (Dry):	Absense of moisture, dusty, dry to touch.
M (Moist):	Damp, although free water not visible. Soil may still have a high water content (over "optimum").
W (Wet/ Waterbearing):	Free water visible intended to describe non-plastic soils. Waterbearing usually relates to sands and sand with silt.
F (Frozen):	Soil frozen

Layering Notes

Laminations:	Layers less than ½" thick of differing material or color.
Lenses:	Pockets or layers greater than ½" thick of differing material or color.

Peat Description

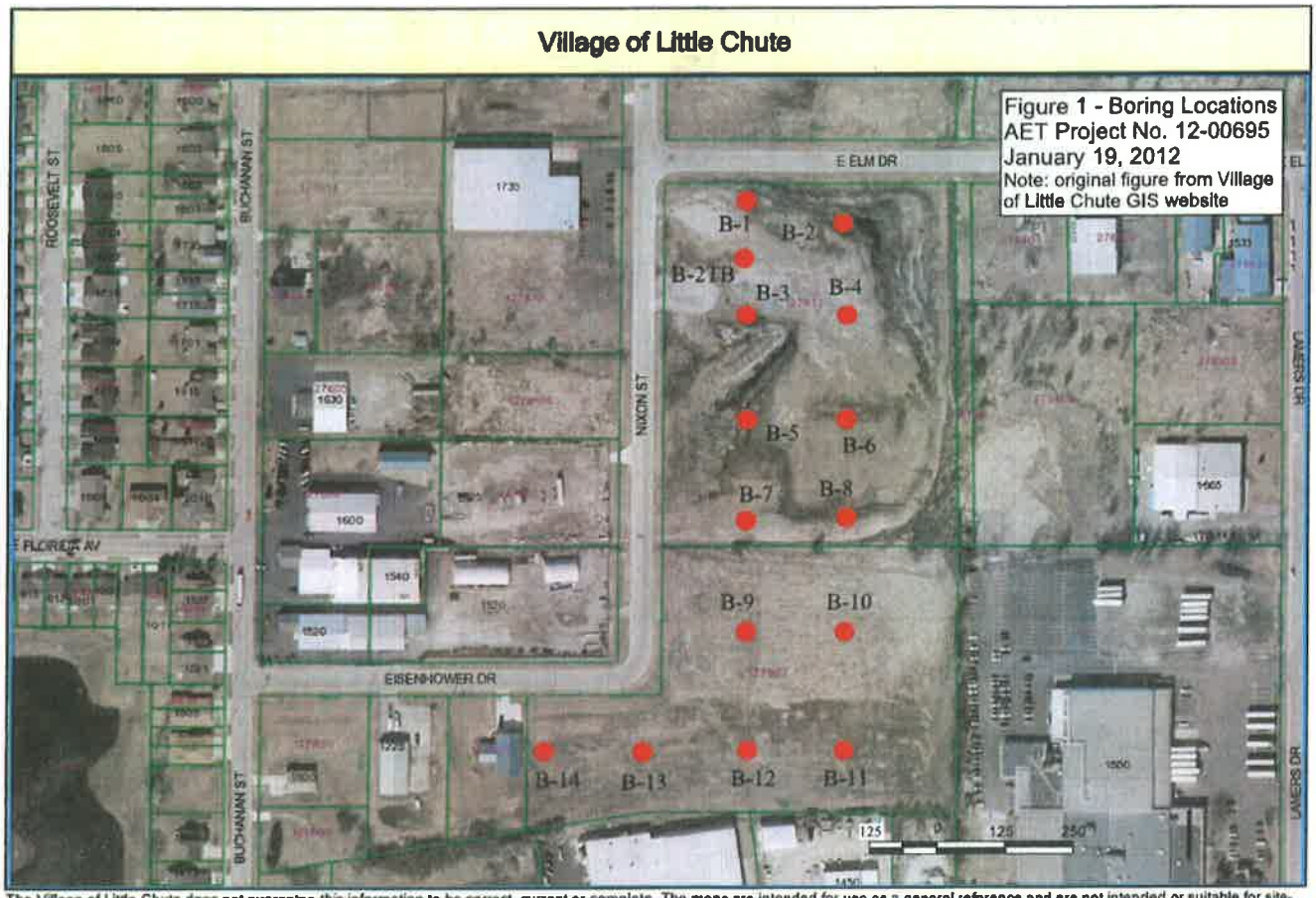
Term	Fiber Content (Visual Estimate)
Fibric Peat:	Greater than 67%
Hemic Peat:	33 – 67%
Sapric Peat:	Less than 33%

Organic Description (if no lab tests)

Soils are described as *organic*, if soil is not peat and is judged to have sufficient organic fines content to influence the Liquid Limit properties. *Slightly organic* used for borderline cases.

Root Inclusions

With roots:	Judged to have sufficient quantity of roots to influence the soil properties.
Trace roots:	Small roots present, but not judged to be in sufficient quantity to significantly affect soil properties.



AMERICAN ENGINEERING TESTING, INC.

SUBSURFACE BORING LOG

AET JOB NO: **12-00695** LOG OF BORING NO. **B-1 (p. 1 of 1)**

PROJECT: **Nixon Street Industrial Park; Little Chute, Wisconsin**

DEPTH IN FEET	SURFACE ELEVATION: _____ MATERIAL DESCRIPTION	GEOLOGY	N	MC	SAMPLE TYPE	REC IN.	FIELD & LABORATORY TESTS WC	DEN	LL	PL	Qp
1	FILL, silty clay, a little gravel, brown, frozen to about 1 foot then stiff (CL-ML)	FILL	31	F	SS	12	12				
3			14	M	SS	12	20				1.5
4	SILT, dark brown, moist, medium dense (ML)	TILL									
5			13	M	SS	12	27				3.5
7	LEAN CLAY, brown, stiff (CL)		14	M	SS	12	25	106			3.5
8	CLAYEY SAND, brown, moist, loose (SC)										
9			8	M	SS	12	18				
11	LEAN CLAY, brown, firm (CL)		9	M	SS	12	24				1.5
13			8	M	SS	14	25				3.8
14	SILTY SAND, fine grained, brown, wet, loose (SM)										
15			7	M	SS	19	20				
16	LEAN CLAY, brown, stiff to firm (CL)										
17			10	M	SS	20	19				0.8
19			5	M	SS	20	20				0.5
20	End of boring at 20 feet										

DEPTH: DRILLING METHOD	WATER LEVEL MEASUREMENTS							NOTE: REFER TO THE ATTACHED SHEETS FOR AN EXPLANATION OF TERMINOLOGY ON THIS LOG
0-18 3.25" HSA	DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL	WATER LEVEL	
	1/5/12		**20.0**	**18.0**	**20.0**	**None**	**None**	
BORING COMPLETED: **1/5/12**								
DR: LG: Rig: **GDC**								

06/04

AMERICAN ENGINEERING TESTING, INC.

SUBSURFACE BORING LOG

AET JOB NO: **12-00695** LOG OF BORING NO. **B-2 (p. 1 of 1)**

PROJECT: **Nixon Street Industrial Park; Little Chute, Wisconsin**

DEPTH IN FEET	SURFACE ELEVATION: _____ MATERIAL DESCRIPTION	GEOLOGY	N	MC	SAMPLE TYPE	REC IN.	FIELD & LABORATORY TESTS WC	DEN	LL	PL	Qp
1	FILL, silty clay, a little organics, brown, frozen to about 1 foot then very stiff (CL-ML)	FILL	17	F	SS	12	19				3.5
2											
3	SILTY CLAY, brown, very stiff to stiff (CL-ML)	TILL	16	M	SS	12	21				3.5
4											
5			10	M	SS	12	18				2.0
6											
7	LEAN CLAY, brown, stiff to firm (CL)		10	M	SS	12	36				1.3
8											
9			11	M	SS	12	20				3.5
10											
11			8	M	SS	12	20				0.8
12											
13			6	M	SS	12	22				0.8
14											
15			4	M	SS	12	21				0.5
16											
17			7	M	SS	12	21				0.8
18											
19			4	M	SS	12	21				0.5
20											
	End of boring at 20 feet										

DEPTH: DRILLING METHOD	WATER LEVEL MEASUREMENTS						
	DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL	WATER LEVEL
0-18 3.25" HSA	**1/5/12**		**20.0**	**18.0**	**20.0**	**None**	**None**
BORING COMPLETED: **1/5/12**							
DR: LG: Rig: **GDC**							

NOTE: REFER TO THE ATTACHED SHEETS FOR AN EXPLANATION OF TERMINOLOGY ON THIS LOG

06/04

AMERICAN ENGINEERING TESTING, INC.

SUBSURFACE BORING LOG

AET JOB NO: **12-00695** LOG OF BORING NO. **B-2TB (p. 1 of 1)**

PROJECT: **Nixon Street Industrial Park; Little Chute, Wisconsin**

DEPTH IN FEET	SURFACE ELEVATION: _____ MATERIAL DESCRIPTION	GEOLOGY	N	MC	SAMPLE TYPE	REC IN.	FIELD & LABORATORY TESTS WC	DEN	LL	PL	Qp
1	FILL, silty clay, brown, frozen to about 1 foot then very stiff to stiff (CL-ML)	FILL	23	F	SS	12	14				2.3
3			18	M	SS	12	15				3.8
5			14	M	SS	12	16				3.5
6	SILT with organics, dark brown to black, moist, medium dense (ML to OL)	BURIED TOPSOIL									
7	LEAN CLAY, brown, very stiff to firm (CL)	TILL	18	M	SS	12	17				3.5
9	-- becomes lean to fat clay (CL-CH) from 8 to 10 feet		5	M	SS	12	35				
11			6	M	SS	12	30				1.5
13	-- becomes lean to fat clay (CL-CH) from 12 to 14 feet		7	M	SS	12	34				
15			6	M	SS	12	40				1.3
17			6	M	SS	12	20				0.8
19			6	M	SS	12	20				1.0
20	End of boring at 20 feet										

DEPTH: DRILLING METHOD	WATER LEVEL MEASUREMENTS						
	DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL	WATER LEVEL
0-18 3.25" HSA	**1/5/12**		**20.0**	**18.0**	**20.0**	**None**	**None**
BORING COMPLETED: **1/5/12**							
DR: LG: Rig: **GDC**							

NOTE: REFER TO THE ATTACHED SHEETS FOR AN EXPLANATION OF TERMINOLOGY ON THIS LOG

06/04

AMERICAN ENGINEERING TESTING, INC.

SUBSURFACE BORING LOG

AET JOB NO: **12-00695** LOG OF BORING NO. **B-3 (p. 1 of 1)**

PROJECT: **Nixon Street Industrial Park; Little Chute, Wisconsin**

DEPTH IN FEET	SURFACE ELEVATION: _____ MATERIAL DESCRIPTION	GEOLOGY	N	MC	SAMPLE TYPE	REC IN.	FIELD & LABORATORY TESTS WC	DEN	LL	PL	Qp
1	FILL, silty sand with gravel, fine to medium grained, brown, frozen to moist (SM)	FILL	50/.4	F	SS	4	4				
2											
3	FILL, silty clay, brown, stiff to very stiff (CL-ML)		15	M	SS	12	13				4.3
4											
5			21	M	SS	12	18				4.0
6	SILT, a little organics, black, wet, medium dense to loose (ML to OL)	BURIED TOPSOIL									
7			10	M	SS	16	20				2.0
8	LEAN CLAY, brown, stiff to firm (CL)	TILL									
9			5	M	SS	20	29				1.0
10											
11			4	M	SS	20	31				1.0
12											
13			8	M	SS	12	33				
14											
15	-- becomes lean to fat clay (CL-CH) from 14 to 16 feet		8	M	SS	22	34	90			2.0
16											
17			8	M	SS	23	20				
18											
19			7	M	SS	20	20				
20	End of boring at 20 feet										

DEPTH: DRILLING METHOD	WATER LEVEL MEASUREMENTS						
	DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL	WATER LEVEL
0-18 3.25" HSA	**1/5/12**		**20.0**	**18.0**	**20.0**	**None**	**None**
BORING COMPLETED: **1/5/12**							
DR: LG: Rig: **GDC**							

NOTE: REFER TO THE ATTACHED SHEETS FOR AN EXPLANATION OF TERMINOLOGY ON THIS LOG

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AMERICAN ENGINEERING TESTING, INC.

SUBSURFACE BORING LOG

AET JOB NO: **12-00695** LOG OF BORING NO. **B-4 (p. 1 of 1)**

PROJECT: **Nixon Street Industrial Park; Little Chute, Wisconsin**

DEPTH IN FEET	SURFACE ELEVATION: _____ MATERIAL DESCRIPTION	GEOLOGY	N	MC	SAMPLE TYPE	REC IN.	FIELD & LABORATORY TESTS WC	DEN	LL	PL	Qp
1 – 4	FILL, silty clay, brown, frozen to about 1 foot then very stiff to stiff (CL-ML)	FILL	44	F	SS	12	16				2.0
			20	M	SS	12	14				4.5
5 – 6	SILT, a little organics, black, moist, loose (ML to OL)	BURIED TOPSOIL	10	M	SS	12	14				4.5
7 – 10	LEAN CLAY, brown, stiff to firm (CL)	TILL	10	M	SS	12	24				2.0
			6	M	SS	12	28				1.8
11 – 12	-- becomes lean to fat clay (CL-CH) from 10 to 12 feet		8	M	SS	12	31				1.5
13 – 14			7	M	SS	12	14				3.5
15 – 16			7	M	SS	12	28				1.5
17 – 18			6	M	SS	12	36				2.0
19 – 20	-- becomes lean to fat clay (CL-CH) from 16 to 20 feet		7	M	SS	12	29				1.3
	End of boring at 20 feet										

DEPTH: DRILLING METHOD	WATER LEVEL MEASUREMENTS						
	DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL	WATER LEVEL
0-18 3.25" HSA	**1/5/12**		**20.0**	**18.0**	**20.0**	**None**	**None**
BORING COMPLETED: **1/5/12**							
DR: LG: Rig: **GDC**							

NOTE: REFER TO THE ATTACHED SHEETS FOR AN EXPLANATION OF TERMINOLOGY ON THIS LOG

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AMERICAN ENGINEERING TESTING, INC.

SUBSURFACE BORING LOG

AET JOB NO: **12-00695** LOG OF BORING NO. **B-5 (p. 1 of 1)**

PROJECT: **Nixon Street Industrial Park; Little Chute, Wisconsin**

DEPTH IN FEET	SURFACE ELEVATION: _____ MATERIAL DESCRIPTION	GEOLOGY	N	MC	SAMPLE TYPE	REC IN.	FIELD & LABORATORY TESTS WC	DEN	LL	PL	Qp
1	LEAN CLAY, brown, frozen to about 1 foot then stiff to firm (CL)	TILL	10	F	SS	12	14				3.3
2											
3			8	M	SS	12	19				1.5
4	-- with gravel from 4 to 6 feet										
5			13	M	SS	12	11				4.5
6											
7			11	M	SS	12	17				2.5
8											
9			10	M	SS	12	27	97			2.5
10											
11			9	M	SS	12	15				2.5
12											
13			7	M	SS	12	21				
14											
15			6	M	SS	12	19				0.8
16											
17			10	M	SS	12	25				1.5
18											
19			9	M	SS	12	20				
20											
	End of boring at 20 feet										

DEPTH: DRILLING METHOD	WATER LEVEL MEASUREMENTS						
	DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL	WATER LEVEL
0-18 3.25" HSA	**1/5/12**		**20.0**	**18.0**	**20.0**	**None**	**None**
BORING COMPLETED: **1/5/12**							
DR: LG: Rig: **GDC**							

NOTE: REFER TO THE ATTACHED SHEETS FOR AN EXPLANATION OF TERMINOLOGY ON THIS LOG

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AMERICAN ENGINEERING TESTING, INC.

SUBSURFACE BORING LOG

AET JOB NO: **12-00695** LOG OF BORING NO. **B-6 (p. 1 of 1)**

PROJECT: **Nixon Street Industrial Park; Little Chute, Wisconsin**

DEPTH IN FEET	SURFACE ELEVATION: _____ MATERIAL DESCRIPTION	GEOLOGY	N	MC	SAMPLE TYPE	REC IN.	FIELD & LABORATORY TESTS WC	DEN	LL	PL	Qp
1	LEAN CLAY, brown, frozen to about 1 foot then stiff to firm (CL)	TILL	12	F	SS	12	15				1.5
2											
3			8	M	SS	12	15				4.0
4											
5			8	M	SS	12	30				1.8
6											
7			9	M	SS	12	18				1.8
8											
9			8	M	SS	12	25				2.0
10											
11			8	M	SS	12	26				2.0
12											
13			8	M	SS	12	20				1.3
14											
15			5	M	SS	12	20				
16											
17			4	M	SS	12	33				0.5
18											
19			5	M	SS	12	31				1.0
20											
	End of boring at 20 feet										

DEPTH: DRILLING METHOD

0-18 3.25" HSA

BORING COMPLETED: **1/5/12**

DR: LG: Rig: **GDC**

WATER LEVEL MEASUREMENTS

DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL	WATER LEVEL
1/5/12		**20.0**	**18.0**	**20.0**	**None**	**None**

NOTE: REFER TO THE ATTACHED SHEETS FOR AN EXPLANATION OF TERMINOLOGY ON THIS LOG

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AMERICAN ENGINEERING TESTING, INC.

SUBSURFACE BORING LOG

AET JOB NO: **12-00695** LOG OF BORING NO. **B-7 (p. 1 of 1)**

PROJECT: **Nixon Street Industrial Park; Little Chute, Wisconsin**

DEPTH IN FEET	SURFACE ELEVATION: _____ MATERIAL DESCRIPTION	GEOLOGY	N	MC	SAMPLE TYPE	REC IN.	FIELD & LABORATORY TESTS WC	DEN	LL	PL	Qp
1	SILTY CLAY, a little organics, brown, frozen to about 1 foot then stiff (CL)	TOPSOIL	12	F	SS	12	22				2.0
2	LEAN CLAY, brown, firm to stiff (CL)	TILL									
3			6	M	SS	12	21				2.0
4											
5			10	M	SS	12	20				1.5
6											
7			13	M	SS	4	22				
8											
9			6	M	SS	12	23				1.5
10											
11			6	M	SS	12	27				1.3
12											
13			5	M	SS	12	22				0.5
14											
15			6	M	SS	12	21				0.8
16											
17			7	M	SS	12	18	116			1.5
18											
19			7	M	SS	12	22				0.8
20	End of boring at 20 feet										

DEPTH: DRILLING METHOD	WATER LEVEL MEASUREMENTS						
	DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL	WATER LEVEL
0-18 3.25" HSA	**1/5/12**		**20.0**	**18.0**	**20.0**	**None**	**None**
BORING COMPLETED: **1/5/12**							
DR: LG: Rig: **GDC**							

NOTE: REFER TO THE ATTACHED SHEETS FOR AN EXPLANATION OF TERMINOLOGY ON THIS LOG

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AMERICAN ENGINEERING TESTING, INC.

SUBSURFACE BORING LOG

AET JOB NO: **12-00695** LOG OF BORING NO. **B-8 (p. 1 of 1)**

PROJECT: **Nixon Street Industrial Park; Little Chute, Wisconsin**

DEPTH IN FEET	SURFACE ELEVATION: _____ MATERIAL DESCRIPTION	GEOLOGY	N	MC	SAMPLE TYPE	REC IN.	FIELD & LABORATORY TESTS WC	DEN	LL	PL	Qp
1	FILL, silty clay, a little organics, brown, frozen to about 1 foot then firm (CL-ML)	FILL	7	F	SS	12	20				1.3
2											
3	FILL, lean clay, brown, firm (CL)		5	M	SS	12	29				1.0
4											
5	SILT, black to brown, wet, loose (ML)	BURIED TOPSOIL	5	M	SS	12	17				1.3
6	LEAN CLAY, brown, firm (CL)	TILL									
7			7	M	SS	12	23				1.3
8											
9			7	M	SS	12	32				2.5
10											
11			7	M	SS	12	29	93			2.0
12	Sandy LEAN CLAY, grayish brown, soft (CL)										
13			4	M	SS	12	13				
14											
15			5	M	SS	12	19				
16	LEAN CLAY, brown, soft (CL)										
17			4	M	SS	12	21				0.8
18											
19			4	M	SS	12	21				0.8
20											
	End of boring at 20 feet										

DEPTH: DRILLING METHOD	WATER LEVEL MEASUREMENTS							NOTE: REFER TO THE ATTACHED SHEETS FOR AN EXPLANATION OF TERMINOLOGY ON THIS LOG
	DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL	WATER LEVEL	
0-18 3.25" HSA	**1/5/12**		**20.0**	**18.0**	**20.0**	**None**	**None**	
BORING COMPLETED: **1/5/12**								
DR: LG: Rig: **GDC**								

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AMERICAN ENGINEERING TESTING, INC.

SUBSURFACE BORING LOG

AET JOB NO: 12-00695 LOG OF BORING NO. B-9 (p. 1 of 1)

PROJECT: Nixon Street Industrial Park; Little Chute, Wisconsin

DEPTH IN FEET	SURFACE ELEVATION: _____ MATERIAL DESCRIPTION	GEOLOGY	N	MC	SAMPLE TYPE	REC IN.	FIELD & LABORATORY TESTS WC	DEN	LL	PL	Qp
	About 2 inches of topsoil	TOPSOIL									
1	LEAN CLAY, brown, frozen to about 1 foot then stiff to firm (CL)	TILL	7	F	SS	13	18				3.0
2											
3			5	M	SS	10	16				3.0
4											
5			9	M	SS	12	15				3.3
6											
7			13	M	SS	8	17				1.8
8											
9	-- becomes lean to fat clay (CL-CH) from 8 to 10 feet		8	M	SS	10	35				2.5
10											
11			8	M	SS	11	15				4.0
12											
13			5	M	SS	6	19				0.8
14											
15			7	M	SS	7	19				0.8
16											
17			4	M	SS	6	19				1.0
18											
19			5	M	SS	6	26				1.5
20											
	End of boring at 20 feet										

DEPTH: DRILLING METHOD	WATER LEVEL MEASUREMENTS							NOTE: REFER TO THE ATTACHED SHEETS FOR AN EXPLANATION OF TERMINOLOGY ON THIS LOG
	DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL	WATER LEVEL	
0-18 3.25" HSA	1/5/12		20.0	18.0	20.0	None	None	
BORING COMPLETED: 1/5/12								
DR: LG: Rig: GDC								

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AMERICAN ENGINEERING TESTING, INC.

SUBSURFACE BORING LOG

AET JOB NO: **12-00695** LOG OF BORING NO. **B-10 (p. 1 of 1)**

PROJECT: **Nixon Street Industrial Park; Little Chute, Wisconsin**

DEPTH IN FEET	SURFACE ELEVATION: _____ MATERIAL DESCRIPTION	GEOLOGY	N	MC	SAMPLE TYPE	REC IN.	FIELD & LABORATORY TESTS WC	DEN	LL	PL	Qp
1	LEAN CLAY, brown, frozen to about 1 foot then stiff to firm (CL)	TILL	8	F	SS	20	13				3.0
2											
3			10	M	SS	20	19				3.0
4											
5			9	M	SS	20	16				3.8
6											
7			9	M	SS	20	20				2.3
8											
9			9	M	SS	20	16				3.0
10											
11			9	M	SS	20	18				2.3
12											
13			8	M	SS	20	20				1.5
14											
15			5	M	SS	20	20				0.8
16											
17			10	M	SS	20	19				1.0
18											
19			4	M	SS	20	20	110			1.3
20											
	End of boring at 20 feet										

DEPTH: DRILLING METHOD **0-18 3.25" HSA**

BORING COMPLETED: **1/5/12**

DR: LG: Rig: **GDC**

WATER LEVEL MEASUREMENTS

DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL	WATER LEVEL
1/5/12		**20.0**	**18.0**	**20.0**	**None**	**None**

NOTE: REFER TO THE ATTACHED SHEETS FOR AN EXPLANATION OF TERMINOLOGY ON THIS LOG

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AMERICAN ENGINEERING TESTING, INC.

SUBSURFACE BORING LOG

AET JOB NO: **12-00695** LOG OF BORING NO. **B-11 (p. 1 of 1)**

PROJECT: **Nixon Street Industrial Park; Little Chute, Wisconsin**

DEPTH IN FEET	SURFACE ELEVATION: _____ MATERIAL DESCRIPTION	GEOLOGY	N	MC	SAMPLE TYPE	REC IN.	FIELD & LABORATORY TESTS WC	DEN	LL	PL	Qp
	About 3 inches of topsoil	TOPSOIL									
1	SILTY CLAY, a little organics, brown, frozen to about 1 foot then firm (CL-ML to OL)	TILL	7	F	SS	12	16				1.3
2	SILTY CLAY, brown, firm (CL-ML)										
3			5	M	SS	12	18				1.8
4	SILTY SAND, fine grained, brown, moist, medium dense to dense (SM)	COARSE ALLUVIUM									
5			17	M	SS	20	16				
6											
7			21	M	SS	20	15				
8											
9			30	M	SS	12	15				
10											
11			34	M	SS	12	14				
12											
13			18	M	SS	12	16				
14	LEAN CLAY, brown, very stiff (CL)	TILL									
15			26	M	SS	12	27				1.3
16											
17			26	M	SS	12	15				3.5
18											
19			24	M	SS	12	17				1.5
20	End of boring at 20 feet										

DEPTH: DRILLING METHOD	WATER LEVEL MEASUREMENTS						
	DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL	WATER LEVEL
0-18 3.25" HSA	**1/5/12**		**20.0**	**18.0**	**20.0**	**None**	**None**
BORING COMPLETED: **1/5/12**							
DR: LG: Rig: **GDC**							

NOTE: REFER TO THE ATTACHED SHEETS FOR AN EXPLANATION OF TERMINOLOGY ON THIS LOG

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AMERICAN ENGINEERING TESTING, INC.

SUBSURFACE BORING LOG

AET JOB NO: **12-00695** LOG OF BORING NO. **B-12 (p. 1 of 1)**

PROJECT: **Nixon Street Industrial Park; Little Chute, Wisconsin**

DEPTH IN FEET	SURFACE ELEVATION: _____ MATERIAL DESCRIPTION	GEOLOGY	N	MC	SAMPLE TYPE	REC IN.	FIELD & LABORATORY TESTS WC	DEN	LL	PL	Qp
1	About 4 inches of topsoil LEAN CLAY, brown, frozen to about 1 foot then firm to hard (CL)	TOPSOIL TILL	7	F	SS	12	23				1.5
3			7	M	SS	12	36				0.8
5			18	M	SS	12	14				4.5
7			31	M	SS	12	14				4.5
9			11	M	SS	12	21				4.3
11			13	M	SS	12	17				3.8
13			9	M	SS	12	19				1.3
15			6	M	SS	12	19				1.5
17			9	M	SS	12	25				2.8
19			5	M	SS	12	18				0.8
20	End of boring at 20 feet										

DEPTH: DRILLING METHOD	WATER LEVEL MEASUREMENTS						
	DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL	WATER LEVEL
0-18 3.25" HSA	**1/5/12**		**20.0**	**18.0**	**20.0**	**None**	**None**
BORING COMPLETED: **1/5/12**							
DR: LG: Rig: **GDC**							

NOTE: REFER TO THE ATTACHED SHEETS FOR AN EXPLANATION OF TERMINOLOGY ON THIS LOG

06/04

AMERICAN ENGINEERING TESTING, INC.

SUBSURFACE BORING LOG

AET JOB NO: **12-00695** LOG OF BORING NO. **B-13 (p. 1 of 1)**

PROJECT: **Nixon Street Industrial Park; Little Chute, Wisconsin**

DEPTH IN FEET	SURFACE ELEVATION: _____ MATERIAL DESCRIPTION	GEOLOGY	N	MC	SAMPLE TYPE	REC IN.	FIELD & LABORATORY TESTS WC	DEN	LL	PL	Qp
1	About 4 inches of topsoil	TOPSOIL									
	LEAN CLAY, brown, frozen to about 1 foot then firm to very stiff (CL)	TILL	5	F	SS	20	26				1.0
3			7	M	SS	20	17				2.5
5			11	M	SS	20	14				4.5
7			19	M	SS	20	15				4.3
9			12	M	SS	20	17				4.0
11			17	M	SS	20	16				4.3
13			8	M	SS	20	20				1.3
15			8	M	SS	20	14				1.5
17			6	M	SS	20	19				1.3
19			5	M	SS	20	20				1.0
20	End of boring at 20 feet										

DEPTH: DRILLING METHOD

0-18 3.25" HSA

BORING COMPLETED: **1/5/12**

DR: LG: Rig: **GDC**

WATER LEVEL MEASUREMENTS

DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL	WATER LEVEL
1/5/12		**20.0**	**18.0**	**20.0**	**None**	**None**

NOTE: REFER TO THE ATTACHED SHEETS FOR AN EXPLANATION OF TERMINOLOGY ON THIS LOG

06/04

AMERICAN ENGINEERING TESTING, INC.

SUBSURFACE BORING LOG

AET JOB NO: **12-00695** LOG OF BORING NO. **B-14 (p. 1 of 1)**

PROJECT: **Nixon Street Industrial Park; Little Chute, Wisconsin**

DEPTH IN FEET	SURFACE ELEVATION: _____ MATERIAL DESCRIPTION	GEOLOGY	N	MC	SAMPLE TYPE	REC IN.	FIELD & LABORATORY TESTS WC	DEN	LL	PL	Qp
1	About 2 inches of topsoil LEAN CLAY, brown, frozen to about 1 foot then firm to very stiff (CL)	TOPSOIL TILL	5	F	SS	20	32				1.5
3			5	M	SS	20	20				2.3
5			7	M	SS	20	23				1.0
7			10	M	SS	12	21				1.3
9			15	M	SS	20	17				2.5
11			16	M	SS	20	16				2.5
13			6	M	SS	20	20				1.0
15			6	M	SS	20	18				1.0
17			6	M	SS	20	19				1.5
19			7	M	SS	20	19				1.0
20	End of boring at 20 feet										

DEPTH:	DRILLING METHOD
0-18	3.25" HSA

WATER LEVEL MEASUREMENTS

DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL	WATER LEVEL
1/5/12		20.0	18.0	20.0	None	None

BORING COMPLETED: 1/5/12

DR: LG: Rig: GDC

NOTE: REFER TO THE ATTACHED SHEETS FOR AN EXPLANATION OF TERMINOLOGY ON THIS LOG

06/04

EXCAVATION AND REFILLING FOR STRUCTURAL SUPPORT

EXCAVATION

Excavations for structural support at soil boring locations should be taken to depths recommended in the geotechnical report. Since conditions can vary, recommended excavation depths between and beyond the boring locations should be evaluated by geotechnical field personnel. If ground water is present, the excavation should be dewatered to avoid the risk of unobservable poor soils being left in-place. Excavation base soils may become disturbed due to construction traffic, ground water or other reasons. Such soils should be subcut to underlying undisturbed soils. Where the excavation base slopes steeper than 4:1, the excavation bottom should be benched across the slope parallel to the excavation contour.

Soil stresses under footings spread out with depth. Therefore, the excavation bottom and subsequent fill system should be laterally oversized beyond footing edges to support the footing stresses. A lateral oversize equal to the depth of fill below the footing (i.e., 1:1 oversize) is usually recommended. The lateral oversize is usually increased to 1.5:1 where compressible organic soils are exposed on the excavation sides. Variations in oversize requirements may be recommended in the geotechnical report or can be evaluated by the geotechnical field personnel.

Unless the excavation is retained, the backslopes should be maintained in accordance with OSHA Regulations (Standards - 29 CFR), Part 1926, Subpart P, "Excavations" (found on www.osha.gov). Even with the required OSHA sloping, ground water can induce sideslope raveling or running which could require that flatter slopes or other approaches be used.

FILLING

Filling should proceed only after the excavation bottom has been approved by the geotechnical engineer/technician. Approved fill material should be uniformly compacted in thin lifts to the compaction levels specified in the geotechnical report. The lift thickness should be thin enough to achieve specified compaction through the full lift thickness with the compaction equipment utilized. Typical thicknesses are 6" to 9" for clays and 6" to 12" for sands. Fine grained soils are moisture sensitive and are often wet (water content exceeds the "optimum moisture content" defined by a Proctor test). In this case, the soils should be scarified and dried to achieve a water content suitable for compaction. This drying process can be time consuming, labor intensive, and requires favorable weather.

Select fill material may be needed where the excavation bottom is sensitive to disturbance or where standing water is present. Sands (SP) which are medium to coarse grained are preferred, and can be compacted in thicker lift thicknesses than finer grained soils.

Filling operations for structural support should be closely monitored for fill type and compaction by a geotechnical technician. Monitoring should be on a full-time basis in cases where vertical fill placement is rapid; during freezing weather conditions; where ground water is present; or where sensitive bottom conditions are present.

EXCAVATION/REFILLING DURING FREEZING TEMPERATURES

Soils that freeze will heave and lose density. Upon thawing, these soils will not regain their original strength and density. The extent of heave and density loss depends on the soil type and moisture condition; and is most pronounced in clays and silts. Foundations, slabs, and other improvements should be protected from frost intrusion during freezing weather. For earthwork during freezing weather, the areas to be filled should be stripped of frozen soil, snow and ice prior to new fill placement. In addition, new fill should not be allowed to freeze during or after placement. For this reason, it may be preferable to do earthwork operations in small plan areas so grade can be quickly attained instead of large areas where much frost stripping may be needed.

Appendix B

AET Project No. 12-00695

Geotechnical Report Limitations and Guidelines for Use

Appendix B
Geotechnical Report Limitations and Guidelines for Use
AET Project No. 12-00695

B.1 REFERENCE

This appendix provides information to help you manage your risks relating to subsurface problems which are caused by construction delays, cost overruns, claims, and disputes. This information was developed and provided by ASFE[1], of which, we are a member firm.

B.2 RISK MANAGEMENT INFORMATION

B.2.1 Geotechnical Services are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical engineering study conducted for a civil engineer may not fulfill the needs of a construction contractor or even another civil engineer. Because each geotechnical engineering study is unique, each geotechnical engineering report is unique, prepared solely for the client. No one except you should rely on your geotechnical engineering report without first conferring with the geotechnical engineer who prepared it. And no one, not even you, should apply the report for any purpose or project except the one originally contemplated.

B.2.2 Read the Full Report

Serious problems have occurred because those relying on a geotechnical engineering report did not read it all. Do not rely on an executive summary. Do not read selected elements only.

B.2.3 A Geotechnical Engineering Report is Based on A Unique Set of Project-Specific Factors

Geotechnical engineers consider a number of unique, project-specific factors when establishing the scope of a study. Typically factors include: the client's goals, objectives, and risk management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, do not rely on a geotechnical engineering report that was:

- not prepared for you,
- not prepared for your project,
- not prepared for the specific site explored, or
- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical engineering report include those that affect:

- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light industrial plant to a refrigerated warehouse,
- elevation, configuration, location, orientation, or weight of the proposed structure,
- composition of the design team, or
- project ownership.

As a general rule, always inform your geotechnical engineer of project changes, even minor ones, and request an assessment of their impact. Geotechnical engineers cannot accept responsibility or liability for problems that occur because their reports do not consider developments of which they were not informed.

B.2.4 Subsurface Conditions Can Change

A geotechnical engineering report is based on conditions that existed at the time the study was performed. Do not rely on a geotechnical engineering report whose adequacy may have been affected by: the passage of time; by man-made events, such as construction on or adjacent to the site; or by natural events, such as floods, earthquakes, or groundwater fluctuations. Always contact the geotechnical engineer before applying the report to determine if it is still reliable. A minor amount of additional testing or analysis could prevent major problems.

1 ASFE, 8811 Colesville Road/Suite G106, Silver Spring, MD 20910
Telephone: 301/565-2733; www.asfe.org

B.2.5 Most Geotechnical Findings Are Professional Opinions
Site exploration identified subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgment to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ, sometimes significantly, from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide construction observation is the most effective method of managing the risks associated with unanticipated conditions.

B.2.6 A Report's Recommendations Are Not Final
Do not overrely on the construction recommendations included in your report. Those recommendations are not final, because geotechnical engineers develop them principally from judgment and opinion. Geotechnical engineers can finalize their recommendations only by observing actual subsurface conditions revealed during construction. The geotechnical engineer who developed your report cannot assume responsibility or liability for the report's recommendations if that engineer does not perform construction observation.

B.2.7 A Geotechnical Engineering Report Is Subject to Misinterpretation
Other design team members' misinterpretation of geotechnical engineering reports has resulted in costly problems. Lower that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Contractors can also misinterpret a geotechnical engineering report. Reduce that risk by having your geotechnical engineer participate in prebid and preconstruction conferences, and by providing construction observation.

B.2.8 Do Not Redraw the Engineer's Logs
Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical engineering report should never be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, but recognizes that separating logs from the report can elevate risk.

B.2.9 Give Contractors a Complete Report and Guidance
Some owners and design professionals mistakenly believe they can make contractors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give contractors the complete geotechnical engineering report, but preface it with a clearly written letter of transmittal. In the letter, advise contractors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. Be sure contractors have sufficient time to perform additional study. Only then might you be in a position to give contractors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

B.2.10 Read Responsibility Provisions Closely
Some clients, design professionals, and contractors do not recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic expectations that have led to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their report. Sometimes labeled "limitations" many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. Read these provisions closely. Ask questions. Your geotechnical engineer should respond fully and frankly.

B.2.11 Geoenvironmental Concerns Are Not Covered
The equipment, techniques, and personnel used to perform a geoenvironmental study differ significantly from those used to perform a geotechnical study. For that reason, a geotechnical engineering report does not usually relate any geoenvironmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. Unanticipated environmental problems have led to numerous project failures. If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. Do not rely on an environmental report prepared for someone else.

January 31, 2012

Mr. Roy Van Gheem, P.E.
Director of Public Works
Village of Little Chute
1940 Buchanan Street
Little Chute, Wisconsin 54140

Re: Discussion of Site Preparation
Nixon Industrial Site
Little Chute, Wisconsin
AET Project No. 12-00695

Dear Mr. Van Gheem:

We are submitting this letter to recap our telephone conversation today regarding estimates of the work needed to prepare the site for a "typical" industrial development.

The borings that we drilled showed a general condition of fill and fill over buried topsoil in most of the northern parcel. The areas where we did not find fill/buried topsoil were borings 5, 6, and 7. Thus, for preliminary estimating of earthwork requirements, we recommend using an average depth of undercutting of 6 feet below existing grade. For a 50,000-square foot building, this would take about 12,000 cubic yards of soil correction(not including any fill that might be needed to raise the grade at the building).

We recommend the use of granular fill because it would be easier to compact than clay fill, and because granular fill generally performs better under industrial buildings. However, the party that would purchase the parcel could elect to use clay fill if his anticipated structural and floor loads were of magnitudes that could be supported on such soil. Whichever type of fill is chosen, the cost will depend on factors in construction contracting at the time. If the village were to make granular fill available for site correction, the cost would be reduced.

In the southern parcel we did not find fill or buried topsoil; rather, we found surficial topsoil. Thus, site preparation for the southern parcel would not be as extensive as for the northern parcel.

Regarding pavement subgrades in the northern parcel, the need to undercut and replace the fill and buried topsoil will depend in part on the developer's risk preference. It may be possible to leave the buried topsoil in place and accept more pavement maintenance over time.

We wish to reiterate that any party purchasing either parcel should be strongly advised to carry out a project specific geotechnical exploration, with borings located at strategic points of building and equipment loads, and with laboratory testing applicable to the applied loads. This is especially needed for any facility with heavy floor loads or tanks, and/or heavy column loads.

If you have questions regarding this letter or if we can be of further assistance to you, please contact us.

Sincerely,
AMERICAN ENGINEERING TESTING, INC.

William C. Kwasny, P.E.
Principal Engineer
Registered Professional Engineer, Wisconsin

EXHIBIT C

To

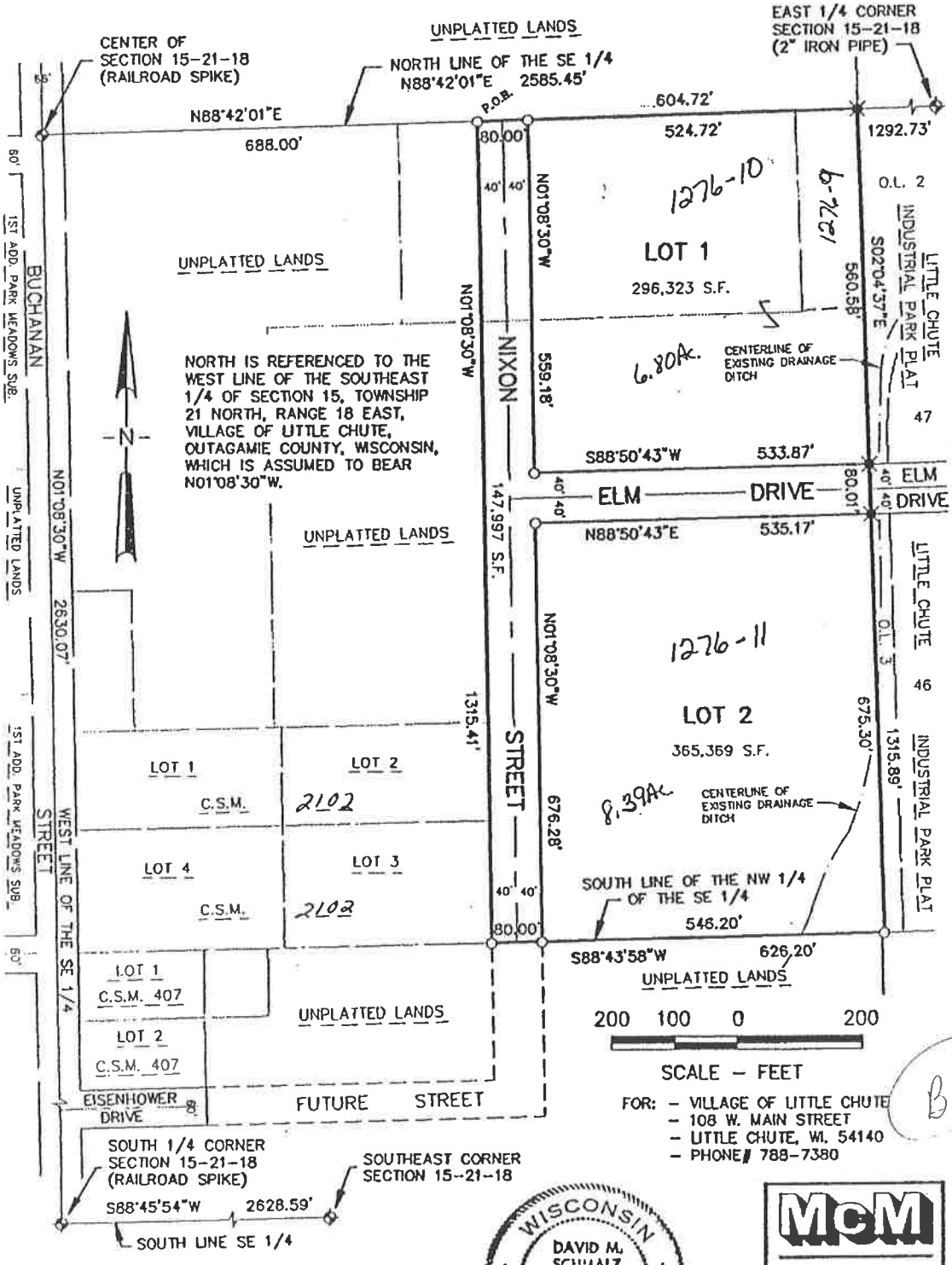
Request for Proposals from Architects for a Municipal Garage by the Village of Little Chute, WI

Certified Survey Map

(attached)

CERTIFIED SURVEY MAP NO. 2103 PAGE 1 OF 3 Page 2103

PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 18 EAST, VILLAGE OF LITTLE CHUTE, OUTAGAMIE COUNTY, WISCONSIN.



FOR: - VILLAGE OF LITTLE CHUTE
- 108 W. MAIN STREET
- UTTLE CHUTE, WI. 54140
- PHONE# 788-7380

B-5

LEGEND

- ○ - 3/4" x 24" ROUND IRON REBAR WEIGHING 1.5 lbs./lineal ft. SET
- ✕ - 1 1/4" ROUND STEEL REBAR FOUND
- ● - 3/4" ROUND STEEL REBAR FOUND
- ⊕ - CERTIFIED LAND CORNER OUTAGAMIE COUNTY

WISCONSIN
DAVID M. SCHWALZ
S-1284
MENASHA, WIS.
LAND SURVEYOR

David M. Schwalz
12-12-94

McM
McMAHON ASSOCIATES, INC.
ENGINEERS • ARCHITECTS
SCIENTISTS • SURVEYORS
1377 MIDWAY ROAD, P.O. BOX 409
MENASHA, WISCONSIN 54952
PH (414) 739-0351
FAX (414) 739-5034

2662 94762 20

CERTIFIED SURVEY MAP NO. 2103

PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 18 EAST, VILLAGE OF LITTLE CHUTE, OUTAGAMIE COUNTY, WISCONSIN.

I David M. Schmalz, Wisconsin Registered Land Surveyor S-1284, certify that I have surveyed, divided, mapped and dedicated part of the Northwest 1/4 of the Southeast 1/4 of Section 15, Township 21 North, Range 18 East, Village of Little Chute, Outagamie County, Wisconsin, containing 809,689 square feet (18.58 Acres) of land and described as follows:

Commencing at the South 1/4 corner of said Section 15; Thence N01°08'30"W, 2630.07 feet along the West line of the Southeast 1/4 of Section 15 to the Center of said Section 15; Thence N88°42'01"E, 688.00 feet along the North line of said Southeast 1/4 to the Point of Beginning; Thence continuing N88°42'01"E, 604.72 feet along said North line to the West line of the Little Chute Industrial Park Plat; Thence S02°04'37"E, 1315.89 feet along said West line to the South line of the Northwest 1/4 of the Southeast 1/4 of Section 15; Thence S88°43'58"W, 626.20 feet along said South line; Thence N01°08'30"W, 1315.41 feet to the Point of Beginning. Subject to all easements and restrictions of record.

I further certify that this map is a correct representation of the exterior boundary lines of the land surveyed and the division of that land, and that I have complied with Section 236.34 of the Wisconsin Statutes and the Village of Little Chute Subdivision Ordinance in surveying, dividing and mapping the same.

Given under my hand and seal this 12th day of December, 1994.

David M. Schmalz, Reg. WI Land Surveyor S-1284

WISCONSIN DAVID M. [Seal] SCHMALZ S-1284 MENASHA, WIS. LAND SURVEYOR

OWNER's CERTIFICATE OF DEDICATION

Village of Little Chute as Owners, hereby certify that We caused the land described on this map to be surveyed, divided, mapped and dedicated as represented on this map.

Dated this 15 day of December 1994.

Village of Little Chute

Witness

Witness

Village President

Village Clerk

State of Wisconsin)
Outagamie County))ss

Personally appeared before me on the 15 day of December, 1994, the above named owner(s) to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Notary Public

Outagamie County, WI
My commission expires 10-04-98

SALLY A. GIORDANA NOTARY [Seal] PUBLIC STATE OF WISCONSIN

PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 18 EAST, VILLAGE OF LITTLE CHUTE, OUTAGAMIE COUNTY, WISCONSIN.

VILLAGE BOARD APPROVAL

Approved by the Village of Little Chute, Outagamie County, Wisconsin, by the Village Board on the 7 day of Dec, 1994.

Village President

Village Clerk

CERTIFICATE OF TREASURERS

I, being the duly elected, qualified and acting Treasurer, do hereby certify that in accordance with the records in my office there are no un-paid taxes or un-paid special assessments on any of the lands included in this Certified Survey Map as of:

Village Date

Outagamie County — County — 12-20-94 — Date

Village Treasurer — 12/15/94 — Date

County Treasurer — 12-20-94 — Date

RECORDING DATA:

Filed this 20th day of December, 1994 at 10 A.M. in Vol. 11 on Page 2103 being Certified Survey Map Number 2103, Document Number 1143243.

Register of Deeds

WISCONSIN
DAVID M. SCHMALZ
S-1764
MENASHA, WIS.
LAND SURVEYOR

12-12-1994

EXHIBIT D

To

Request for Proposals from Architects for a Municipal Garage by the Village of Little Chute, WI

Storm Sewer Easement

(attached)

Document Number

Permanent Storm Sewer Easement

For good and sufficient consideration, the sufficiency and receipt of which are hereby acknowledged, the undersigned Village of Little Chute (herein "Owner") of the property legally described below, hereby grants a Storm Sewer Easement over a portion of the Owners property to the Village of Little Chute (herein "Village") as described and portrayed on Exhibit A:

Description of "Owners" lands:
All of Lot 2 of Certified Survey Map No. 2103 as recorded in Volume 11 of Certified Survey Maps on page 2103 as Document No. 1143243 & All of Lot 1 of Certified Survey Map No. 5580 as recorded in Volume 32 of Certified Survey Maps on page 5580 as Document No. 1748931, located in the Southwest ¼ and the Northwest ¼ of the Southeast ¼ of Section 15, Township 21 North, Range 18 East, Village of Little Chute, Outagamie County, Wisconsin.

Record and return to:
Village of Little Chute
Village Clerk.
108 W. Main Street
Little Chute, Wisconsin 54140

Permanent Storm Sewer Easement: A permanent Storm Sewer Easement is granted by Owner to the Village for the installation and maintenance of underground utilities, pipes, and/or drainage structures, and above ground or underground appurtenances for storm water drainage purposes, including the additional right, but not limited to the additional right, to make repairs and replacements thereof in the future. This Easement area is legally described and portrayed on attached **Exhibit A** and is granted over a portion of the Owners lands described above.

Easement Property Usage: The undersigned Owner remains free to use that portion of the Easement properties as described and portrayed on Exhibit A not occupied by the Village for purposes which do not interfere with present or future usage of Easement rights granted to the Village herein. Any such present or future uses by Owner which interfere with present or future uses by Village shall be removed, temporarily or permanently as reasonably necessary, by the Owner to the extent necessary to facilitate use of the Easement property by the Village as authorized herein.

Restoration: The Village shall restore the surface of the ground in the Easement area to the extent reasonably practical to the condition that existed prior to performing and installations, maintenance, repairs and replacements of the utilities in the easement property. However, the Village is not required to restore or replace any improvements of the Owner constructed within any present or future easement area.

Burdened Property and Persons Bound: This Easement shall be a burden upon the properties described above, and binding upon the Owner and Owner's heirs, successors and assigns in the future which hold or acquire and interest in these properties.

Recording: This Easement may be recorded with the Register of Deeds for Outagamie County by the Village.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed this ____ day of _____, 20_____.

Village of Little Chute

By: _____

Printed name: _____

Title: _____

STATE OF WISCONSIN)
: ss.
OUTAGAMIE COUNTY)

Personally came before me this _____ day of _____, 20_____, the above-named, _____ and _____, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

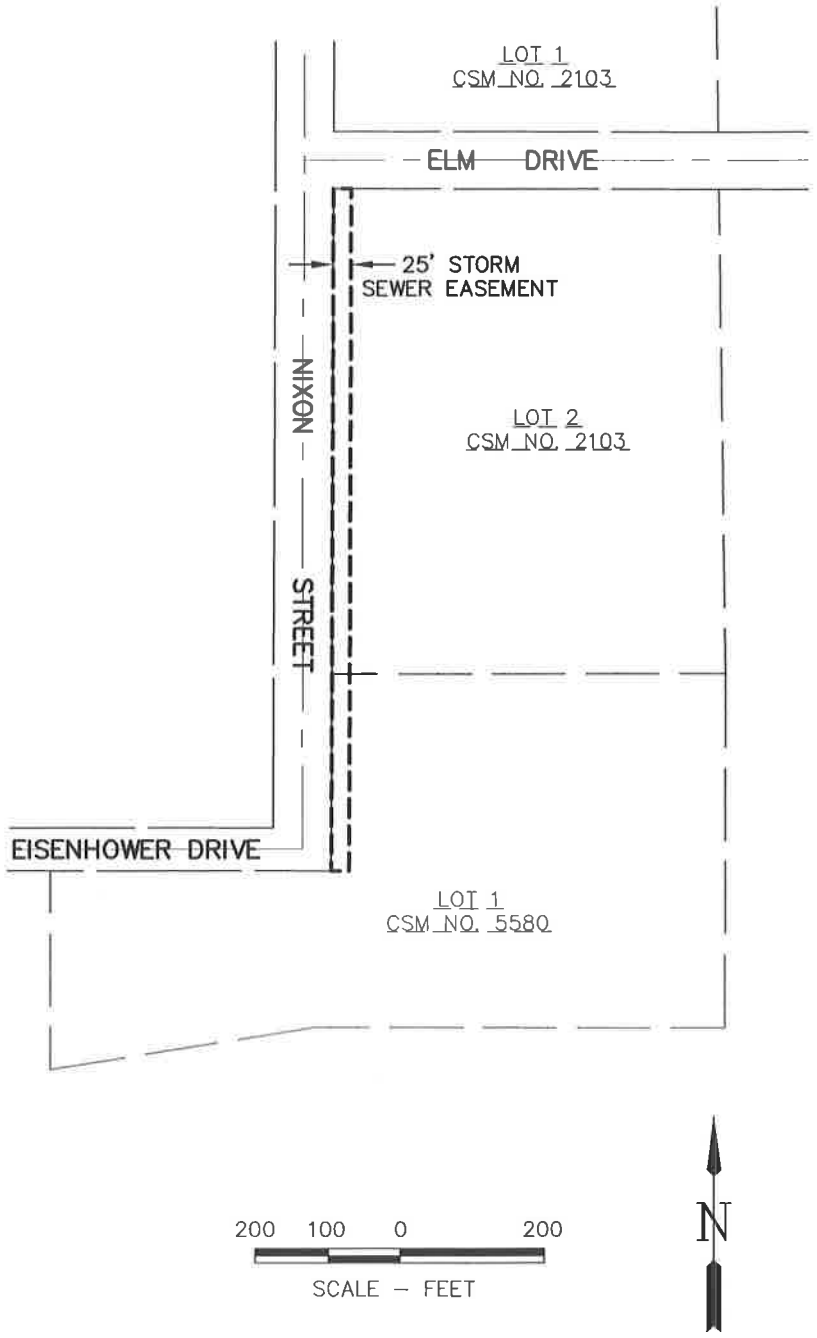
Notary Public, State of Wisconsin
My commission is/expires _____

This instrument was drafted by: Doug Woelz, McMahon Associates
Proj. No. L0001 940690.06

EXHIBIT A

25 FOOT STORM SEWER EASEMENT: A PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 2103 AS RECORDED IN VOLUME 11 OF CERTIFIED SURVEY MAPS ON PAGE 2103 AS DOCUMENT NO. 1143243 AND PART OF LOT 1 OF CERTIFIED SURVEY MAP NO. 5580 AS RECORDED IN VOLUME 32 OF CERTIFIED SURVEY MAPS ON PAGE 5580 AS DOCUMENT NO. 1748931, LOCATED IN THE SOUTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, SECTION 15, TOWNSHIP 21 NORTH, RANGE 18 EAST, VILLAGE OF LITTLE CHUTE, OUTAGAMIE COUNTY, WISCONSIN CONTAINING 23,782 SQUARE FEET OF LAND AND DESCRIBED AS FOLLOWS:

THE WEST 25.00 FEET OF SAID LOT 2 OF CERTIFIED SURVEY MAP NO. 2103 AND THE WEST 25.00 FEET OF SAID LOT 1 OF CERTIFIED SURVEY MAP NO. 5580 LYING ADJACENT TO AND EAST OF THE EAST RIGHT-OF-WAY LINE OF NIXON STREET.



McMAHON
ENGINEERS \ ARCHITECTS

Project No. L0001-940690.06 Date JULY, 2015 Scale 1"=200'
Drawn By MJA Field Book _____ Page _____
1445 McMAHON DRIVE NEENAH, WI 54956
Mailing: P.O.BOX 1025 NEENAH, WI 54957-1025
Tel: (920) 751-4200 Fax: (920) 751-4284

File No.

EXHIBIT E

To

Request for Proposals from Construction Managers for a Municipal Garage by the Village of Little Chute, WI

A201- General Conditions

(attached)

EXHIBIT E

To

Request for Proposals from Architects for a Municipal Garage by the Village of Little Chute, WI

B-101 – Architect Agreement

(attached)

AIA® Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the ___ day of _____ in the year 2016
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)
Village of Little Chute
108 West Main Street
Little Chute, WI 54140

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

for the following Project:
(Name, location and detailed description)
Design of a new municipal garage in the Village of Little Chute to service the needs of the Departments of Public Works and Parks, Recreation and Forestry Department of approximately 44,500 square feet (or less given efficient design inputs) with the facilities generally described in the Preliminary Scope Overview dated as of January 14, 2016 attached hereto as **Exhibit A**, provided the Village reserves the right to separately install the Salt Storage Building, Cold Storage Building, Yard Waste Site and Material Storage Bins (collectively the "Independent Facilities") after design development is completed, with an approximate total value of $1,000,000. The Preliminary Scope is subject to modification through the design and budgeting process. The maximum construction budget for this project is $5,000,000 (collectively, the "***Project***"). A preliminary geotechnical investigation report has been prepared for this site and an adjoining property. This report is dated January 19, 2012 and has nine boring locations within the proposed development limits. This report is attached as **Exhibit B.** The Architect will be responsible for determining the suitability of the Project site and shall engage consultants, such as engineers and surveyors to prepare final geotechnical reports and surveys.

The Owner and Architect agree as follows.

TABLE OF ARTICLES

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in ~~optional Exhibit A, Initial Information:~~ the attached exhibits. In addition, to the extent such provisions are supplementary and not contradictory to this Agreement, the RFP dated _____, attached hereto as Exhibit E and Architect's Response dated _____, attached hereto as Exhibit F,, such provisions will be deemed a part of the Architect's Basic Services. The Request for Proposals and the Architect's Response are attached to this Agreement as Exhibits C and D. All terms of the RFP and Response that are in addition to the terms of this Agreement and are not contradictory with it, shall be deemed part of the Architect's responsibilities hereunder.

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

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

.1 Commencement of construction date:

October 3, 2016

.2 Substantial Completion date:

September 1, 2017

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

§ 2.2 Subject to the Standard of Care, time is of the essence for all of Architect's services. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar ~~circumstances.~~ circumstances ("Standard of Care"). The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall not be responsible for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 2.3 The ~~Architect shall identify a representative authorized to act on behalf of the Architect with respect to~~ name, street address, phone number and email address of Architect's representative ("Architect's Representative") are as follows:

_____

The Architect's Representative shall have the authority to bind the Architect with regard to all matters involving the Contract Documents and multiple signatures are not required. Architect shall provide at least twenty (20) days written notice to Owner before changing the Architect's Representative. The Architect or Architect's Representative shall render decisions and approve the Owner's requests in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the design and construction of the Project.

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

§ 2.5 The Architect shall maintain the following insurance for the duration of this ~~Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:~~Agreement and for three years after Final Completion. Insurer's must have a Best's Insurance Reports rating of at least "A" and a Financial Size Category of no less than "Class VI" and are authorized as an admitted insurance company in the State of Wisconsin. The minimum insurance requirement is as follows:

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

.1 General Liability

Commercial General Liability:

General aggregate limit (other than Products-Completed Operations):	$2,000,000 per project
Products-Completed Operations	$1,000,000 (aggregate) per project
Personal and Advertising Injury	$1,000,000
Each Occurrence Limit	$1,000,000

.2 Automobile Liability

Auto liability:

Combined single limit per accident $1,000,000 (coverage at least as broad as Insurance Services Office Form #CA 00 01 07 97, provided on a Symbol 1-Any auto basis)

.3 Workers' Compensation and Employer's liability.

In statutory form and sufficient to meet underlying Umbrella liability insurance requirements

.4 Professional Liability:

Each occurrence	$1,000,000
Aggregate	$2,000,000

.5 Umbrella Liability:

Each occurrence	$2,000,000
Aggregate	$2,000,000

.6 Architect shall submit true and correct copies of its insurance policies, certified by an officer, and valid endorsements as well as certificates of insurance attached hereto as Exhibit E, in form and substance satisfactory to Owner evidencing compliance with the foregoing insurance requirements to Owner before Architect commences any services hereunder. Architect, in its sole discretion, shall be able to redact any and all confidential, financial and proprietary information it deems appropriate from said policies, not including limits and terms of coverage.

.7 Architect shall require all consultants retained by Architect for the Project to obtain and/or maintain insurance of at least the same kind, terms and conditions as required of the Architect under this Agreement, unless otherwise agreed to in writing by Owner.

.8 The Owner. its elected officials and employees . shall be named as additional insureds on all Architect Commercial General Liability and Umbrella Liability policies for liability arising out of the Project. The Commercial General Liability coverage for these additional insureds shall be on a primary and non-contributory basis. The Commercial General Liability policy shall provide that any insurance maintained by the additional insureds is excess and non-contributing with any insurance required hereunder.

§ 2.6 The Architect shall, at all times, keep the Project property free from all liens and encumbrances made by any person or entity providing any services, labor or material to the Project on behalf of Architect or a consultant of Architect, and Architect shall discharge from record any lien filed within ten (10) days written notice, provided this provision shall not apply to liens arising because of non-payment by the Owner unless Architect agrees to such non-payment or Owner is found not liable to make such payment under the dispute resolution provisions of this Agreement .

§ 2.7 The following persons assigned to this Project by the Architect are considered to be key personnel ("Key Personnel") for the success of this Project and shall not be replaced unless they are no longer in the employment of the Architect or are seriously ill or injured. Any replacement Key Personnel shall have equivalent experience and skills of the person they are replacing and shall be approved by the Owner, which approval shall not unreasonably be withheld, conditioned or delayed. The Key Personnel and their positions are as follows:

_____

The Owner may request the removal of any of the Architect's employees or its consultant's employees if it is reasonably dissatisfied with their performance or if they act or dress in a way that the Owner deems improper or offensive. The Architect shall promptly replace, or cause the replacement, of such employee unless it has a material reason for not doing so, which reason shall be provided to the Owner. A breach of this Section 2.7 shall be considered a material breach of the Agreement.

§ 2.6 The term "Contractor" herein shall mean "Construction Manager")

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and Section4.1 and shall include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 or as designated as such in Section4.1 are to be Additional Services. The Architect acknowledges that the Project is to be designed and built using a Project Team delivery model, with the Owner, Contractor and Architect's consultants, as necessary, comprising the Project Team. In connection with such delivery model, the Construction Manager acknowledges that it shall be a member of the Project Team and agrees to perform its Services as a Project Team Member whenever required by this Agreement or the A201-2007 General Conditions or this Agreement.

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

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

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

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

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

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

§ 3.1.7 The Architect shall be responsible for determining the suitability of the Project site for the Project and shall collect all data necessary to make that determination. The Architect shall furnish such tests, inspections and reports required by Applicable Law, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 3.1.7.1 Once the improvements have been sited, the Architect shall furnish services of geotechnical engineers after the improvements are sited, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations. .

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

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

§3.1.8 The Architect shall jointly develop with the Contractor a list of all permits and approvals necessary for the design of the Project. The Architect shall have the obligation to prepare all required submittals for the Owner's approval and signature, where necessary, and to timely submit the same. The Contractor shall provide any required information on a timely basis. The Contractor shall be similarly responsible for any permits or approvals related to the construction and occupancy of the Project, including the occupancy permit.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall site the improvements on the Project site as soon as possible.

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

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

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

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

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

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

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

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the ~~Owner, and request the Owner's approval.~~ Project Team's for its review and the Owner's approval.

§ 3.2.8 The Architect shall fast-track the Schematic Design Phase for the independent Facilities.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

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

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

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

§ 3.3.4 The Architect shall fast-track the Design Development Phase and the specifications for the Independent Facilities. Prior to the commencement of the Construction Documents Phase, Owner shall notify the Architect and the Contractor, which, if any, of the Independent Facilities that the Owner will install.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

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

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project. The Architect shall exercise its professional skill and care consistent with Section 2.2 herein, to provide a design that complies with such regulations and codes.

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

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

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

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

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

§ 3.5.2 COMPETITIVE BIDDING

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

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

.1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;

.2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;

.3 organizing and conducting a pre-bid conference for prospective bidders;

.4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and

.5 ~~organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.~~ Intentionally omitted..

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

§ 3.5.3 ~~NEGOTIATED PROPOSALS~~Intentionally omitted.

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

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

~~.1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;~~

~~.2 organizing and participating in selection interviews with prospective contractors; and~~

~~.3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.~~

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

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for ~~Construction.~~ Construction, as modified, attached hereto as Exhibit D. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents, since these are solely the Contractor's rights and responsibilities under the Contract Documents. Nothing herein, however, shall relieve Architect from its obligations set forth in Sections 3.6.2.1 and 3.6.3.1. The Architect shall be responsible for the Architect's negligent acts or omissions, and the negligent or willful acts or omissions of Architect's employees, agents or consultants, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. The Architect shall promptly report defects discovered under Sections 3.6.2.1 and 3.6.3.1.

§ 3.6.1.3 Subject to Section ~~4.3,~~ 4.3 and Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the

Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

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

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

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

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

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

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

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

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

§ 3.6.4 SUBMITTALS

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

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

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review ~~Shop Drawings~~ shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to reasonably rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to properly prepared and timely requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

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

§ 3.6.4.6 The parties acknowledge that Architect's internal costs and efficiencies during the Construction Phase are dependent on Contractor's submittals and inquiries conforming to preapproved schedules, deadlines, and format. Any time limits for Architect's review of shop drawings or other submittals are conditioned upon Contractor preparing and obtaining Architect's approval of a master schedule of submittals per Section 3.6.4.1 herein, and subsequently transmitting the submittals to the Architect in accordance with this schedule, subject to the occasional need to revise the master schedule to maintain the construction schedule. Additionally, if after completion of the construction documents, Contractor requests Architect to review and analyze a requested product or material substitution, the Architect shall undertake such review only as an Additional Service and after obtaining Owner's approval to do so.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

§ 3.6.6 PROJECT COMPLETION

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

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

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

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

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

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in ~~Section 11.2.~~ Sections 11.2 and 11.3.

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

Additional Services		Responsibility *(Architect, Owner or Not Provided)*	Location of Service Description *(Section 4.2 below or in an exhibit attached to this document and identified below)*
§ 4.1.1	Programming (B202™–2009)	Architect	Part of Basic Services to the extent described in Article 3
§ 4.1.2	Multiple preliminary designs		
§ 4.1.3	Measured drawings		
§ 4.1.4	Existing facilities surveys		
§ 4.1.5	Site Evaluation and Planning (B203™–2007)	Architect	Part of Basic Services to the extent described in Article 3
§ 4.1.6	Building Information Modeling (E202™–2008)		
§ 4.1.7	Civil engineering	Architect	Part of Basic Services
§ 4.1.8	Landscape design	Architect	Part of Basic Services
§ 4.1.9	Architectural Interior Design (B252™–2007)	Architect	Part of Basic Services
§ 4.1.10	Value Analysis (B204™–2007)		
§ 4.1.11	Detailed cost estimating		
§ 4.1.12	On-site Project Representation (B207™–2008)		
§ 4.1.13	Conformed construction documents		
§ 4.1.14	As-Designed Record drawings		
§ 4.1.15	As-Constructed Record drawings	Architect	Part of Basic Services
§ 4.1.16	Post occupancy evaluation		
§ 4.1.17	Facility Support Services (B210™–2007)		
§ 4.1.18	Tenant-related services		
§ 4.1.19	Coordination of Owner's consultants		
§ 4.1.20	Telecommunications/data design		
§ 4.1.21	Security Evaluation and Planning (B206™–2007)		
§ 4.1.22	Commissioning (B211™–2007)		
§ 4.1.23	Extensive environmentally responsible design		
§ 4.1.24	LEED® Certification (B214™–2012)		

§ 4.1.25	Fast-track design services	Architect	Part of Basic Services as described in Article 3
§ 4.1.26	Historic Preservation (B205™–2007)		
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™–2007)		

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

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the ~~fault~~ negligence of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation only if preapproved in writing on a not to exceed cost prior to proceeding with the service pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

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

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;

.3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.7 Preparation for, and attendance at, a public presentation, meeting or hearing;

.8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.9 Evaluation of the qualifications of bidders or persons providing proposals;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or

.11 ~~Assistance to the Initial Decision Maker, if other than the Architect.~~ Intentionally omitted.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the ~~Architect;~~ Architect, except as provided in a revised master schedule, except as provided in a revised master schedule and not to exceed 6% of the total submittals;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 ~~Evaluating an extensive number of Claims as the Initial Decision Maker;~~Intentionally deleted;

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or

.6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

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

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

.2 ~~( )~~ Weekly visits to the site by the Architect over the duration of the Project during construction

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

.4 ~~( )~~ Two (2) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Twenty Four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional ~~Services.~~ Services

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information reasonably available to the Owner in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. The Owner acknowledges that time is of the essence. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

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

§ 5.3 The ~~Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner~~ name, street address, phone number and email address of Owner's representative ("Owner's Representative") are as follows:

James Fenlon
Village Administrator
108 West Main Street
Little Chute, WI 54140
Email address: James@littlechutewi.org
Telephone: (920) 423-3850

The Owner's Representative shall have the authority to bind the Owner with regard to all matters involving the Contract Documents and multiple signatures are not required. Owner shall provide at least twenty (20) days written notice to Architect before changing the Owner's Representative. The Owner or Owner's Representative shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

~~**§ 5.4** The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as~~

~~applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.~~

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

§ 5.4 Intentionally omitted

§ 5.5 Intentionally omitted..

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

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

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

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

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

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

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

§ 5.13 If requested by the Owner, the Architect shall, on the Owner's behalf, arrange for and coordinate professional photography of the completed project. Owner shall pay for such photography and it shall become the property of the Owner and the Architect shall be entitled to obtain copies of the images for its own use.

§ 5.14 The Owner shall grant the Architect permission to display the Architect's firm name on a banner provided by the Architect, at its expense, in a publicly visible location at the project site.

§ 5.15 The Architect acknowledges that the Owner has supplied to the Architect information prepared by third parties without any independent investigation or analysis by the Owner and strictly for informational purposes to assist the Owner's project development efforts and to aid the Architect in determining the Cost of the Work, Design Documents, Project Schedule, and performing any other services required of the Architect under this Agreement. The Owner makes no representations or warranties that such information is complete or accurate or sufficient for the

Architect's purposes. Nonetheless, the Architect shall be entitled to reasonably rely on such provided information, as stated in Article 3.1.2.

ARTICLE 6 COST OF THE WORK

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

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

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

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

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

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

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

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

~~ARTICLE 7 COPYRIGHTS AND LICENSES~~

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

~~Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.~~

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

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

~~§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.~~

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

ARTICLE 7 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVIC E

§ 7.5.1 The Architect, Architect's consultants, the Contractor, Subcontractors of any tier and material or equipment suppliers hereby authorize each other to use and reproduce their respective Instruments of Service (as defined in the General Conditions) solely and exclusively for use in completion of the Project.

§ 7.5.2 In addition to the limited license granted above, the Authors grant a broader irrevocable, perpetual, royalty-free right and license to the Owner, including its contractors, agents, licensees, consultants, architects, and tenants, to use, incorporate, copy, reproduce, display, distribute, change, modify, alter or prepare other derivative works under the copyrights, and any common law, statutory and other reserved rights in any proprietary information relating to the subject matter of their Instruments of Service in connection with future repairs, maintenance, improvements, alterations, expansions, additions, modifications, or updates to the Project, or reports to governmental or non-governmental authorities with jurisdiction over the Owner and Project; provided, however, the Owner may not use the Instruments of Service without the prior written consent of the Author for improvements not physically connected to the Project.

§ 7.5.3 The Author shall be permitted to retain copies, including reproducible copies, of the documents for information and reference. If the Author's services are terminated prior to completion of construction, the Owner shall indemnify and hold the Author and the Author's consultants harmless from any and all costs or claims for damages arising out of use of incomplete documents, any interpretation, revision, alteration or omission of the documents which are not made by the Author or its consultants. Further, should the Owner reuse the documents or any part thereof, the seals and certifications of the Author and Author's consultants shall be invalid, shall not be used and shall be deleted, and the Author and the Author's consultants shall not be liable for any costs of claims for damages arising out of the reuse; provided, however, the Author and the Author's consultants shall be liable (i) if the

Author is retained to provide professional services in connection with the reuse or (ii) where the Author is responsible for the accuracy of its Instruments of Service as provided in the respective agreements entered into by the Authors with respect to the services or Work relating to the Project.

§ 7.5.4 Each Author shall obtain licenses from its consultants, Contractor, Subcontractors of any tier and material or equipment suppliers sufficient to grant the licenses set forth above in this Section 1.6.1.

§ 7.5.5 None of the Authors may use the Instruments of Service (except for standard details and the like) for any other project without the specific written consent of the Owner and the Author of the specific Instruments of Service

§ 7.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

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

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect ~~and Owner waive~~ waives consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This ~~mutual~~ waiver is applicable, without limitation, to all consequential damages due to either party's termination ~~of this Agreement, except as specifically provided in Section 9.7.~~of this Agreement. The Owner waives consequential damages for claims, disputes or other matters arising out of or relating to this Agreement that are in excess of the limits of the insurance coverage required to be maintained by the Architect under this Agreement.

§ 8.1.4 Pending final resolution of a Claim, the Architect shall proceed diligently with performance of this Agreement and the Owner shall continue to make payments in accordance with this Agreement.

§ 8.2 MEDIATION

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

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the ~~American Arbitration Association in accordance with its~~ a mediator or mediation service mutually agreed to by the parties in accordance with the American Arbitration Association's Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the

~~parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~
parties.

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

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

~~[ ] Arbitration pursuant to Section 8.3 of this Agreement~~

~~[ ] Litigation in a court of competent jurisdiction[]~~ Litigation in the Circuit Court of Outagamie, WI

[X] Other (Specify)
Owner shall have the option to elect either binding arbitration with a panel of three mutually-selected arbitrators or litigation in the Circuit Court for Outagamie County, Wisconsin. The parties further agree to utilize the Construction Industry Arbitration Rules of the American Arbitration Association to govern the arbitration procedure but the parties may mutually agree upon any arbitration service and are not required to use the American Arbitration Association. However, nothing herein shall prohibit Construction Manager or Architect from enforcing its lien rights in a court of law.

~~**§ 8.3 ARBITRATION**~~
~~**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

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

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

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

~~**§ 8.3.4 CONSOLIDATION OR JOINDER**~~
~~**§ 8.3.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~**§ 8.3.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration,~~

~~provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

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

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, for a period of seventy-five (75) days subsequent to receiving invoices in accordance with Article 11, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

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

§ 9.4 ~~Either~~ Subject to the expiration of a thirty (30) day right to cure that commences after receipt of written notice by the defaulting party, either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

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

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

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

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the ~~law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.~~ internal law of the State of Wisconsin without application of conflicts of law.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction.

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

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this ~~Agreement.~~ Agreement or, that within the sole judgment of the Architect, increase the Architect's risk or the availability or cost of its professional or general liability insurance.

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

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

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

§ 10.7 Architect may include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. If Owner agrees to allow Architect to representations of the design in Architect's promotional materials, the Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information unless consent has been received as provided in Section 10.7 below. The Owner shall provide professional credit for the Architect in the Owner's promotional materials, images, press releases, brochures, and similar publications depicting the Project, whether the Project images, models, photos, renderings or the like are created or commissioned by Architect or Owner.

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

§ 10.9 All notices that are required or may be given under this Agreement shall be deemed received (i) on the same day if given by personal delivery or by email by 5:00 PM CST with proof of delivery, (ii) on the next business day if sent by overnight mail with a nationally recognized delivery service with proof of delivery, or (iii) on the third business day if sent by certified mail with written acceptance required and deposited in a mailbox with all postage prepaid.

All notices from the parties shall be delivered to the Owner's or Architect's Representative identified in this Agreement at the address provided herein.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

A lump sum of _____.

§ 11.2 ~~For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:~~ Intentionally omitted.
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation ~~apply.)~~apply.).

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

Fees for services identified as "Additional Services" shall be compensated per Architect's hourly rates identified on Exhibit C attached hereto with a mutually agreed upon cap.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ~~percent (— %),~~ one and one-tenth percent (1.10%), or as otherwise stated below:

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

Schematic Design Phase	Twenty	percent	(	20	%)
Design Development Phase	Twenty	percent	(	20	%)
Construction Documents Phase	Forty	percent	(	40	%)
Bidding or Negotiation Phase	Five	percent	(	5	%)
Construction Phase	Fifteen	percent	(	15	%)
Total Basic Compensation	one hundred	percent	(	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth ~~below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.~~
~~*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*~~

on Exhibit C. The rates shall be fixed for the term of the Agreement.

~~Employee or Category~~	~~Rate~~

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

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

.1 Transportation and authorized out-of-town travel and ~~subsistence;~~ subsistence;;

.2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;

.3 Fees paid for securing approval of authorities having jurisdiction over the Project;

.4 Printing, non-computer reproductions, plots, standard form documents;

.5 Postage, handling and delivery;

.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;

.7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;

.8 ~~Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;~~INTENTIONALLY DELETED;

.9 All taxes levied on professional services and on reimbursable expenses; and

.10 Site office ~~expenses; and~~expenses.

.11 ~~Other similar Project-related expenditures.~~INTENTIONALLY DELETED.

All Reimbursable expenses in excess of $2500 shall be pre-approved in writing by the Owner.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ~~percent (%)~~ zero percent (0%) of the expenses incurred.

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

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

INTENTIONALLY DELETED

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of ~~($)~~ zero Dollars ($ 0) shall be made upon execution of this Agreement ~~and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.~~ for Pre-Design work of Architect. This fee for Pre-Design work is not included in the Basic Service fee described in 11.1.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. ~~Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ( ) days after the invoice~~ Invoice shall be received by the second Monday of each month (or Tuesday if Monday is a nationally recognized holiday. Invoices with all required back-up will be paid on the 15th or 16th day after the second Monday or Tuesday of the Month. Invoices received after those dates will be paid with the next monthly invoice. Amounts unpaid thirty (30) days after the due date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. *(Insert rate of monthly or annual interest agreed upon.)*

Five percent (5.00%)

~~%~~

§ 11.10.3

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

~~§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.~~

§ 11.10.4 Within the time for payment to become due to the Architect, the Owner shall examine the invoice in detail to determine its accuracy and completeness. Owner shall raise any questions or objections which it may have regarding the format of or information on the invoice within this period. .

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

§ 11.10.6 With each payment request, the Architect shall (i) state the amount of the compensation allocable to each phase of the Services; (ii) certify the percentage of Services previously completed and the amount previously received for each phase of the Services, (iii) certify the new percentage of Services completed and the additional amount due for each phase of the Services; (iv) certify the amount due to each consultant along with a copy of the consultant's invoice, (v) certify the amount of Reimbursable Expenses with copies of the supporting documentation for the same; (vi) attach executed lien waivers from the Architect and each consultant who will receive payment under the current pay request that are conditional only upon receiving payment and (vii) unconditional lien waivers that replace the conditional lien waivers provided in the previous payment request.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

.1 AIA Document B101™–2007, Standard Form Agreement Between Owner and Architect

.2 ~~AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:~~

.3 Other documents:

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

Exhibit A – Preliminary Scope Overview dated January 14, 2016.
Exhibit B - Geotechnical report dated January 19, 2012.
Exhibit C- Hourly rates
Exhibit D - General Conditions, AIA Document A021™-2007, as modified
Exhibit E - Certificate of Insurance and Endorsement of Additionally Insured Parties

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

OWNER	ARCHITECT
VILLAGE OF LITTLE CHUTE	
By:	**By:**
(Signature)	*(Signature)*
(Printed name and title)	*(Printed name and title)*