



April 15, 2026

Harbor City Masonry, Inc.  
310 S Central Ave  
Duluth, MN 55807

RE: North End Fire Station (Superior Fire Station #2)  
Superior, WI

Dear Roger:

We are pleased to confirm that you have been awarded the Work Scope 04A – Masonry Contract for the above project. We look forward to working with you and we anticipate the timely and successful completion of this project.

To properly start the project, we invite your careful review of various requirements, including the provisions of Division 1-General Requirements of the project specifications. Your cooperation in the prompt completion of submittals and other General Conditions items will expedite the work and will be appreciated. We are concerned that requests for payment are not delayed pending receipt of required submittals. We comment on some of these matters herein, which can serve as a checklist.

1) Contract Information:

Contract Form: AIA Document A132/CMA, 2019 Edition

Contract Amount: \$759,720.00

Contract Date: April 14, 2026

Owner: City of Superior  
1316 North 14<sup>th</sup> Street  
Superior, WI 54880

Project Identification: 2522004 – North End Fire Station (Superior Fire Station #2)

Architect: Wendel Architecture, P.C.

Construction Manager: Kraus-Anderson® Construction Company

2) Contract: The proposed Contract is enclosed for your review and execution. After signing, return both copies to this office. We will return one fully executed copy to you.

3) Notice to Proceed: On behalf of the Owner and Construction Manager, this letter shall serve as your “Notice to Proceed.” However, do not start work at the site until

proper insurance evidence has been provided and the work coordinated with the Owner's Construction Manager.

- 4) Permits: The Owner will provide the project building permit.
- 5) Performance Bond and Payment Bond: Submit one copy of required bonds to this office before starting work at the site. Refer to the General Conditions for bond specifications.
- 6) Insurance: Submit one copy of required insurance evidence to this office before starting work at the site. Refer to the General Conditions for insurance specifications (**see attached Insurance Requirements**).
- 7) Schedule of Values: Submit detailed breakdown within 10 days, with labor and material shown separately for each line item. Breakdown should be on AIA Request for Payment forms, G732/CMA and G703.
- 8) Request for Payment: Email one pdf of the request for payment on AIA Forms G732/CMA and G703 to [accounting@krausanderson.com](mailto:accounting@krausanderson.com). The cost breakdown must be accepted before any request for payment will be considered. No payment will be made until materials are delivered to the site and work at the site has commenced.

Contractors **must** submit to Kraus-Anderson **within 10 days** after award of the Contract the following documents:

- 1) Signed Contracts.
- 2) Performance and Payment Bonds.
- 3) Insurance Certificate (Need before any on-site work can begin).
- 4) Necessary Licenses and Permits.
- 5) Shop Drawings.

NOTE: Applications for Payment will not be processed for those Contractors who have not submitted (and have been approved) the above information.

- 9) Completion: Time is an essential condition of the Contract and the substantial and final completion dates must be adhered to as specified in the documents. We look forward to continuous and timely progress so the project is completed within the contract time.
- 10) Contractor's Construction Schedule: Coordinate with your subcontractors and submit a progress schedule for the project within 14 days. Copies of the schedule showing actual progress are to be submitted monthly with the request for payment. Scheduling of the work will be coordinated with the Owner's Construction Manager.
- 11) Record Set of Drawings: A complete set is to be maintained at the job site to record all changes.

- 12) Samples and Tests: All samples and tests noted or specified will be required, and must be taken or provided in sufficient time for evaluation of reports prior to proceeding with subsequent work. Coordinate with the Owner's testing laboratory as required by the project specifications.
- 13) Shop Drawings: Refer to Section 01 2100 – Instructions to Bidders and 013 300 - Submittals of the Project Manual. **You should receive an invite to Autodesk, please accept, and upload your submittals.**
- 14) Drawings and Specifications: An electronic supply has been, or will be, forwarded to you upon request. We will issue only to you as the Prime Contractor for your distribution to your subcontractors.

We urge that all orders for materials be placed promptly after the review of the list of subcontractors and materials and that subcontractors also place their orders promptly. It will be your responsibility to confirm the timely placement of orders, including those by subcontractors, to ensure materials are available when needed to meet the schedule. We advise we will not accept substitutions of materials because of alleged non-availability when orders have been delayed.

We advise of the following staff members to contact regarding the project:

Max Vergeldt	Project Manager
Josh Prouty	Project Superintendent
Allison Coffman	Project Coordinator
Michael Mattson	Project Accountant
Anne Grubish	Risk Manager (Insurance)

We are most interested in expediting the project to successful completion at the earliest possible date with a prompt and complete project closeout. Should you have any questions on the work, we will welcome your contacting us.

Very truly yours,

KRAUS-ANDERSON® CONSTRUCTION COMPANY

Max Vergeldt  
Project Manager

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**INSURANCE REQUIREMENTS  
FOR  
North End Fire Station (AKA Superior Fire Station #2)**

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**\*\*Refer to Insurance Specifications in Bid Documents for further information**

**Please have your insurance company issue a Certificate of Insurance using the guidelines outlined below. The Certificate is to be sent to Kraus-Anderson Construction Company for approval. Address: 501 South 8<sup>th</sup> Street, Minneapolis MN 55404 or email to [subsinsurance@krausanderson.com](mailto:subsinsurance@krausanderson.com).**

Certificate Holder:  
Owner: City of Superior, c/o Kraus-Anderson Construction Company  
Address: 501 South 8<sup>th</sup> Street, Minneapolis MN 55404

Project Name:  
Name of Project: North End Fire Station (AKA Superior Fire Station #2)  
KA Project #: 2522004

Additional Insured & Wording:  
Owner: City of Superior  
Construction Manager: Kraus-Anderson® Construction Company  
Architect: Wendel Architecture, P.C.

Kraus-Anderson® Construction Company, City of Superior and Wendel Architecture, P.C. are additional insureds for ongoing operations and completed operations, as set forth in the contract, under the Commercial General Liability coverage as pertains to the contract for this Project with City of Superior. Such insurance is primary insurance without recourse to or contribution from any similar insurance carried by Kraus-Anderson® Construction Company, City of Superior, Wendel Architecture, P.C. and/or other persons that are named as additional insureds.

Cancellation: 30 days written notice for cancellation  
Include the following language in the "Description of Operations/Special Provisions" fill-in box at the bottom of the certificate: "Kraus-Anderson Construction Company, as an additional insured, shall be provided with 30-days' prior written notice (or such shorter period required by applicable law, if any) should any of the above policies be canceled or materially changed, as set forth in the contract."

General Liability Limits:

*General Aggregate (must apply per project)	<b>\$5,000,000</b>
*Products/Completed Operations Aggregate	<b>\$5,000,000</b>
Personal Injury	<b>\$5,000,000</b>
Each Occurrence	<b>\$5,000,000</b>

Automobile Liability Limits:  
Comprehensive Automobile Liability insurance including owned, hired and non-owned vehicles with limits of **\$1,000,000.**

Worker's Compensation and Employer's Liability:

The box "Included" should be checked.

Each Accident:	<b>\$100,000</b>
Disease- Policy Limit	<b>\$500,000</b>
Disease - Each Employee	<b>\$100,000</b>

Umbrella Excess Liability: **May be used to achieve limits above. \*if the aggregate does not apply per project it must be equal to \$10,000,000**

Contractors Pollution Liability: **\$1,000,000** If the work involves transport, dissemination, use, or release of pollutants or hazardous materials.

Professional Liability: **\$1,000,000** If you are required to furnish professional services as part of the work.

Reviewed by:     Anne Grubish



# AIA® Document A132® – 2019

## Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

**AGREEMENT** made as of the 14th day of April in the year 2026  
(In words, indicate day, month, and year.)

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

City of Superior  
1316 North 14<sup>th</sup> Street  
Superior, WI 54880

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

Harbor City Masonry, Inc.  
310 S Central Ave  
Duluth, MN 55807

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

North End Fire Station (AKA Superior Fire Station #2)  
1516 North 7<sup>th</sup> Street  
Superior, WI 54880

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

Kraus-Anderson Construction Company  
2000 West Superior Street, Suite 101  
Duluth, MN 55806

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

Wendel Architecture, P.C.  
204 East Grand Avenue, Suite 200  
Eau Claire, WI 54701

The Owner and Contractor agree as follows.

### ADDITIONS AND DELETIONS:

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

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

This document is intended to be used in conjunction with AIA Documents A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

**TABLE OF ARTICLES**

1 THE CONTRACT DOCUMENTS  
2 THE WORK OF THIS CONTRACT  
3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION  
4 CONTRACT SUM  
5 PAYMENTS  
6 DISPUTE RESOLUTION  
7 TERMINATION OR SUSPENSION  
8 MISCELLANEOUS PROVISIONS  
9 ENUMERATION OF CONTRACT DOCUMENTS

**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

**ARTICLE 2 THE WORK OF THIS CONTRACT**

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

Complete Work Scope 04A - Masonry

**ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION**

§ 3.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:  
*(Insert a date or a means to determine the date of commencement of the Work.)*

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

**§ 3.3 Substantial Completion of the Project or Portions Thereof**

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:

(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

June 18, 2027

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
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§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:

(Check one of the following boxes and complete the necessary information.)

Not later than ( ) calendar days from the date of commencement of the Work.

By the following date: June 18, 2027

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

Portion of Work	Date to be substantially complete
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§ 3.4.3 If the Contractor fails to substantially complete the Work of this Contract, or portions thereof, as provided in this Section 3.4, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

Stipulated Sum, in accordance with Section 4.2 below

Cost of the Work plus the Contractor’s Fee, in accordance with Section 4.3 below

Cost of the Work plus the Contractor’s Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below.)

§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be Seven Hundred Fifty-Nine Thousand Seven Hundred Twenty Dollars (\$ 759,720.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Alternate 3	\$ (80,790.00)
Alternate 4	\$0.00
Alternate 5	\$0.00
Alternate 7	\$0.00

**§ 4.2.2** Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
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**§ 4.2.3** Allowances, if any, included in the Contract Sum: *(Identify each allowance.)*

Item	Price
WS 04A Allowance	\$10,000

**§ 4.2.4** Unit prices, if any: *(Identify the item and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
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**§ 4.3 NOT USED**

*(Paragraph deleted)*  
*(Table deleted)*  
*(Paragraphs deleted)*

**§ 4.4 NOT USED**

*(Paragraphs deleted)*  
*(Table deleted)*  
*(Paragraphs deleted)*  
*(Table deleted)*  
*(Paragraphs deleted)*  
*(Table deleted)*  
*(Paragraphs deleted)*  
*(Table deleted)*  
*(Paragraphs deleted)*

**§ 4.5** Liquidated damages, if any: *(Insert terms and conditions for liquidated damages, if any, to be assessed in accordance with Section 3.4.)*

Should the Contractor fail to complete the work within the time agreed upon, or within such extra time as may be allowed by extensions at the discretion of the Owner, the Owner shall be entitled to compensation for damages resulting from the failure of the Contractor(s) to complete the work within the contract period. Such damages shall include but not be limited to the following: impacts on Owner operations, inconvenience to the public, added cost of engineering and supervision, maintenance of detours and other items resulting from the Contractor's failure to complete the work within the time specified in the contract. If the damages exceed the balance of monies that would otherwise have been due the Contractor, the Contractor or the Contractor's Surety shall be responsible for payment of all such damages to the Owner as liquidated damages.

All actual damages accruing to the Owner as a result of any delay shall be borne by the Contractor.

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

N/A

## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, such Application for Payment will be processed with the next month's Application for Payment.

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

### § 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 In accordance with AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

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

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232-2019;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232-2019; and
- .5 Retainage withheld pursuant to Section 5.1.7.

### § 5.1.5 NOT USED

*(Paragraphs deleted)*

### § 5.1.6 NOT USED

*(Paragraphs deleted)*

**§ 5.1.7 Retainage**

**§ 5.1.7.1** For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold the following amount, as retainage, from the payment otherwise due:  
*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

5%

**§ 5.1.7.1.1** The following items are not subject to retainage:  
*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

N/A

**§ 5.1.7.2** Reduction or limitation of retainage, if any, shall be as follows:  
*(If the retainage established in Section 5.1.7.1 is to be modified prior to when the entire Work of this Contract is substantially complete, including modifications for completion of portions of the Work as provided in Section 3.4.2, insert provisions for such modifications.)*

N/A

**§ 5.1.7.3** Except as set forth in this Section 5.1.7.3, when the Work of this Contract is substantially complete, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted when the Work of this Contract is substantially complete shall not include retainage as follows:  
*(Insert any other conditions for release of retainage when the Work of this Contract is substantially complete, or upon Substantial Completion of the Work of all Contractors on the Project or portions thereof.)*

As set forth in the AIA A232-2019 General Conditions.

**§ 5.2 Final Payment**

**§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum**

**§ 5.2.1.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232-2019, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect.

**§ 5.2.1.2** The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment.

**§ 5.2.2 NOT USED**

*(Paragraphs deleted)*

**ARTICLE 6 DISPUTE RESOLUTION**

**§ 6.1 Initial Decision Maker**

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232-2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

Travis Schroeder  
Wendel Architecture, P.C.  
204 E Grand Avenue, Suite 200  
Eau Claire, WI 54701

Phone: 715-832-4848  
Email: tschroeder@wendelcompanies.com

### § 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

Arbitration pursuant to Article 15 of AIA Document A232–2019.

Litigation in a court of competent jurisdiction.

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

### ARTICLE 7 TERMINATION OR SUSPENSION

#### § 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

*(Paragraphs deleted)*

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

#### § 7.2 NOT USED

*(Paragraphs deleted)*

#### § 7.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019; in such case, the Contract Sum and Contract Time shall be increased as provided in Article 14 of AIA Document A232–2019, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Section 4.3.2 or 4.4.2, as applicable, of this Agreement.

### ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2019 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

*(Name, address, email address, and other information)*

Jane Darwin, Contract Analyst  
City of Superior  
1316 North 14<sup>th</sup> Street, 2<sup>nd</sup> Floor  
Superior, WI 54880  
715.395.7557  
darwinj@superiorwi.gov

§ 8.3 The Contractor's representative:

*(Name, address, email address, and other information)*

Roger Anderson  
Harbor City Masonry, Inc.

310 S Central Ave  
Duluth, MN 55807  
Phone: 218-628-3686  
Email: roger@harborcitymasonry.com

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

#### § 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in Article 11 of AIA Document A232-2019, as modified, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in Article 11 of AIA Document A232-2019, as modified, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232-2019, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

To the email address of the Owner, Contractor, Construction Manager and Architect set forth in this Agreement.

#### § 8.7 NOT USED

§ 8.8 Other provisions:

#### § 8.8.1 Owner Tax Exemption

§ 8.8.1.1 The Owner is a qualifying exempt entity that is exempt from Wisconsin sales and use taxation with respect to the Contractor's purchase of materials, supplies and equipment for incorporation into the Project. The Contractor shall comply with all applicable sales tax exemption requirements pursuant to Wisconsin law.

§ 8.8.1.2 A copy of the Owner's Wisconsin Certificate of Exempt Status ("CES"), which includes the Owner's CES number, is attached hereto as Exhibit A. The Contractor shall use the Owner's CES in conjunction with the Wisconsin Sales and Use Tax Exemption Certificate (Form S-211) with respect to the Contractor's purchase of materials, supplies and equipment for the Project, in accordance with Wisconsin law.

§ 8.8.1.3 The Contractor shall collect and retain all invoices or other statements from vendors or suppliers of materials, supplies or equipment purchased by the Contractor tax exempt for incorporation into the Project, and Contractor shall maintain proper written records thereof for at least three (3) years following completion of the Project or as otherwise required by applicable law. Copies of all such invoices and statements shall be provided to Owner and Construction Manager upon request.

§ 8.8.1.4 The Contractor shall ensure that all of its subcontractors, suppliers and vendors of every tier comply with the terms of this Section 8.8.1.

### ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A132™-2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition
- .2 Reserved.
- .3 AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition
- .4 Reserved.

.5 Drawings

Number	Title	Date
G000	Title Sheet	2.2.26
G101	Code Compliance Plans	2.2.26
C001	Civil Notes	2.2.26
C002	SWPPP Narrative	2.2.26
C101	Removals and Initial Erosion Control Plan	2.2.26
C111	Proposed Erosion Control Plan	2.2.26
C201	Utility Plan	2.2.26
C301	Grading Plan	2.2.26
C401	Layout and Surfacing Plan	2.2.26
C411	Site Cross Sections	2.2.26
C501	Construction Details	2.2.26
C502	Construction Details	2.2.26
C503	Construction Details	2.2.26
C504	Construction Details	2.2.26
C505	Construction Details	2.2.26
C506	Construction Details	2.2.26
L101	Landscape Plan	2.2.26
L102	Landscape Plan Enlargement	2.2.26
L501	Landscape Details	2.2.26
S001	Cover Sheet	2.2.26
S002	Structural Notes	2.2.26
S003	Load Map Plans	2.2.26
S101	Typical Concrete Details	2.2.26
S102	Typical CMU Details	2.2.26
S103	Typical Steel Details	2.2.26
S104	Typical Light Gauge Details	2.2.26
S201	Foundation Plan	2.2.26
S202	Mezzanine – Low Roof Framing Plan	2.2.26
S203	Roof Framing Plan	2.2.26
S301	Foundation Details	2.2.26
S401	Framing Details	2.2.26
S402	Framing Details	2.2.26
S501	Braced Frame Elevation – Details – Moment Connections – Tie-Offs	2.2.26
A001	Symbols & ADA Details	2.2.26
A101	First Floor Dimension Plan	2.2.26
A102	First Floor Plan	2.2.26
A103	Mezzanine Floor Plan and High Window Plan	2.2.26
A104	First Floor Equipment Plan	2.2.26
A150	Roof Plan	2.2.26
A201	Enlarged Floor Plans and Wall Types	2.2.26
A301	Exterior Elevations	2.2.26
A302	Exterior Elevation Details	2.2.26
A350	Building Sections	2.2.26
A351	Building Sections	2.2.26
A401	Wall Sections	2.2.26
A402	Wall Sections	2.2.26
A403	Wall Sections	2.2.26
A404	Wall Sections	2.2.26
A405	Wall Sections	2.2.26
A406	Wall Sections	2.2.26
A431	Exterior Details	2.2.26

A432	Exterior Details	2.2.26
A433	Exterior Details	2.2.26
A500	Enlarged Stair Plans and Details	2.2.26
A601	Interior Elevations	2.2.26
A602	Interior Elevations	2.2.26
A603	Interior Elevations	2.2.26
A604	Interior Elevations	2.2.26
A701	First Floor and Mezzanine Reflective Ceiling Plan	2.2.26
A801	Interior Details	2.2.26
A802	Interior Details	2.2.26
A901	Door, Schedule and Door/Frame Types	2.2.26
A902	Window Elevations	2.2.26
A903	Window and Door Details	2.2.26
A904	Window and Door Details	2.2.26
A905	Window and Door Details	2.2.26
I101	First Floor Finish Plan	2.2.26
I102	Mezzanine Finish Plan	2.2.26
I103	Material Schedule	2.2.26
I104	Signage Schedule and Signage Details	2.2.26
I105	First Floor Signage Plan	2.2.26
I106	Mezzanine Signage Plan	2.2.26
F001	Fire Protection Symbols and Abbreviations	2.2.26
F101	Level 1 & 2 Fire Protection Plans	2.2.26
P001	Plumbing Symbols and Abbreviations	2.2.26
P110	Underslab Sanitary Plan	2.2.26
P111	Level 1 & 2 Sanitary Plan	2.2.26
P121	Level 1 & 2 Domestic Water Plan	2.2.26
P201	Roof Plumbing Plan	2.2.26
P501	Plumbing Details	2.2.26
P601	Plumbing Schedules	2.2.26
P911	Sanitary Riser Diagram	2.2.26
P921	Domestic Water & Natural Gas Riser Diagrams	2.2.26
P931	Storm Water Riser Diagram	2.2.26
M001	Mechanical Symbols & Abbreviations	2.2.26
M141	Level 1 & 2 Hydronic Plan	2.2.26
M141a	In-Floor Radiation Hydronic Plan	2.2.26
M151	Level 1 & 2 Ventilation Plan	2.2.26
M201	Roof Mechanical Plan	2.2.26
M401	Mechanical Sections & Enlarged Plans	2.2.26
M501	Mechanical Details	2.2.26
M601	Mechanical Schedules	2.2.26
M701	System Details & Controls	2.2.26
M702	System Details & Controls	2.2.26
E001	Electrical Symbols & Abbreviations	2.2.26
E002	Standard Installation Requirements	2.2.26
ES101	Electrical Site Plan	2.2.26
EP101	First Floor Power Plan	2.2.26
EP102	Mezzanine Power Plan	2.2.26
EP111	Roof Power Plan	2.2.26
T101	First Floor Technology Plan	2.2.26
T102	Mezzanine Technology Plan	2.2.26
EL121	First Floor Lighting Plan	2.2.26
EL122	Mezzanine Lighting Plan	2.2.26
E501	Electrical Details	2.2.26
E601	Electrical Schedules	2.2.26
E602	Electrical Schedules	2.2.26
E603	Electrical Schedules	2.2.26

E701	Electrical Diagrams	2.2.26
T501	Technology Details	2.2.26

**.6 Specifications:**  
**Wendel Architecture P.C. Project Manual dated February 2, 2026**

Division	Title	Date	Pages
00	Procurement & Contracting Requirements	02.02.2026	10
01	General Requirements	02.02.2026	10
03	Concrete	02.02.2026	20
04	Masonry	02.02.2026	20
05	Metals	02.02.2026	32
06	Wood, Plastics & Composites	02.02.2026	31
07	Thermal & Moisture Protection	02.02.2026	32
08	Openings	02.02.2026	56
09	Finishes	02.02.2026	50
10	Specialties	02.02.2026	32
12	Furnishings	02.02.2026	12
21	Fire Suppression	02.02.2026	13
22	Plumbing	02.02.2026	45
23	Heating, Ventilating, and Air Conditioning	02.02.2026	139
26	Electrical	02.02.2026	189
27	Communications	02.02.2026	18
28	Electronic Safety & Security	02.02.2026	25
31	Earthwork	02.02.2026	19
32	Exterior Improvements	02.02.2026	39
33	Utilities	02.02.2026	13

**.7 Addenda, if any:**

Number	Date	Pages
Addendum 1	March 9, 2026	125
Addendum 2	March 10, 2026	8

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

**.8 Other Exhibits:**  
*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

*(Paragraphs deleted)*

Supplementary and other Conditions of the Contract:

Kraus-Anderson Bidding Information & General Requirements issued February 17, 2026

*(Table deleted)*

**.9 Other documents, if any, listed below:**  
*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A232–2019 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

**Exhibit A - Owner’s Wisconsin Certificate of Exempt Status**

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

\_\_\_\_\_  
**OWNER** *(Signature)*

\_\_\_\_\_  
Jim Paine Mayor  
*(Printed name and title)*

\_\_\_\_\_  
**CONTRACTOR** *(Signature)*

\_\_\_\_\_  
Roger Anderson Owner  
*(Printed name and title)*

\_\_\_\_\_  
Heidi Blunt, City Clerk

\_\_\_\_\_  
Frog Prell, City Attorney

\_\_\_\_\_  
Nicholas Rhinehart, Finance Director

This agreement was approved by the Superior Common Council on April 14, 2026



# Wisconsin Sales and Use Tax Exemption Certificate

# Form S-211

Do not send this certificate to the Department of Revenue

**Purchaser:** Complete this certificate and give it to the seller.

**Seller:** If this certificate is not fully completed, you must charge sales tax. Keep this certificate as part of your records.

Check One  Single Purchase  Continuous

Purchaser Information			
Business Name CITY OF SUPERIOR		Type of Business Government	
Business Address 1316 N 14TH ST, SUITE 200	City SUPERIOR	State WI	ZIP Code 54880
Purchaser's Tax ID Number		State of Issue	
If no Tax ID Number, enter one of the following:	FEIN 39-6005631	Driver's License Number/State Issued ID Number	State of Issue
Seller Information			
Name			
Address	City	State	ZIP Code

### Reason for Exemption

**Resale** (Enter purchaser's seller's permit or use tax certificate number) \_\_\_\_\_

### Manufacturing and Biotechnology

- Tangible personal property (TPP) or item under s.77.52(1)(b) that is used exclusively and directly by a manufacturer in manufacturing an article of TPP or items or property under s.77.52(1)(b) or (c) that is destined for sale and that becomes an ingredient or component part of the article of TPP or items or property under s.77.52(1)(b) or (c) destined for sale or is consumed or destroyed or loses its identity in manufacturing the article of TPP or items or property under s.77.52(1)(b) or (c) destined for sale.
- Machines and specific processing equipment and repair parts or replacements thereof, exclusively and directly used by a manufacturer in manufacturing tangible personal property or items or property under s.77.52(1)(b) or (c) and safety attachments for those machines and equipment.
- The repair, service, alteration, fitting, cleaning, painting, coating, towing, inspection, and maintenance of machines and specific processing equipment, that the above purchaser would be authorized to purchase without sales or use tax, at the time the service is performed. Tools used to repair exempt machines are not exempt.
- Fuel and electricity consumed in manufacturing tangible personal property or items or property under s.77.52(1)(b) or (c) in this state.  
Percent of fuel exempt: \_\_\_\_\_ %      Percent of electricity exempt: \_\_\_\_\_ %
- Portion of the amount of fuel converted to steam for purposes of resale. Percent of fuel exempt: \_\_\_\_\_ %
- Property used exclusively and directly in qualified research, by persons engaged in manufacturing at a building assessed under s. 70.995, by persons engaged primarily in biotechnology in Wisconsin, or a combined group member conducting qualified research for another combined group member that meets these requirements.

**Farming** (To qualify for this exemption, the purchaser must use item(s) exclusively and directly in the business of farming, including dairy farming, agriculture, horticulture, floriculture, silviculture, beekeeping or custom farming services.)

- Tractors (except lawn and garden tractors), all-terrain vehicles (ATV) and farm machines, including accessories, attachments, and parts, lubricants, nonpowered equipment, and other tangible personal property or items or property under s.77.52(1)(b) or (c) that are used exclusively and directly, or are consumed or lose their identities in the business of farming. This includes services to the property and items above.
- Feed, seeds for planting, plants, fertilizer, soil conditioners, sprays, pesticides, and fungicides.
- Breeding and other livestock, poultry, farm work stock, bees, beehives and bee combs.
- Containers for fruits, vegetables, bee products, grain, hay, and silage (including containers used to transfer merchandise to customers), and plastic bags, sleeves, and sheeting used to store or cover hay and silage. Baling twine and baling wire.
- Animal waste containers or component parts thereof (may only mark certificate as "Single Purchase").
- Animal bedding, drugs for farm livestock or bees, and milk house supplies.

**Governmental Units and Other Exempt Entities**

Enter CES No., if applicable  
008-0000223899-12

- The United States and its unincorporated agencies and instrumentalities.
- Any federally recognized American Indian tribe or band in this state.
- Wisconsin state and local governmental units, including the State of Wisconsin or any agency thereof, Wisconsin counties, cities, villages, or towns, and Wisconsin public schools, school districts, universities, or technical college districts.
- Organizations meeting the requirements of section 501(c)(3) of the Internal Revenue Code. Wisconsin organizations must enter a CES number above.

**Other**

- Containers and other packaging, packing, and shipping materials, used to transfer merchandise to customers of the purchaser.
  - Trailers and accessories, attachments, parts, supplies, materials, and service for motor trucks, tractors, and trailers which are used exclusively in common or contract carriage under LC, IC, or MC No. (if applicable) \_\_\_\_\_.
  - Machines and specific processing equipment used exclusively and directly in a fertilizer blending, feed milling, or grain drying operation, including repair parts, replacements, and safety attachments.
  - Building materials acquired solely for and used solely in the construction or repair of holding structures used for weighing and dropping feed or fertilizer ingredients into a mixer or for storage of such grain, if such structures are used in a fertilizer blending, feed milling, or grain drying operation.
  - Tangible personal property purchased by a person who is licensed to operate a commercial radio or television station in Wisconsin, if the property is used exclusively and directly in the origination or integration of various sources of program material for commercial radio or television transmissions that are generally available to the public free of charge without a subscription or service agreement.
  - Fuel and electricity consumed in the origination or integration of various sources of program material for commercial radio or television transmissions that are generally available to the public free of charge without a subscription or service agreement.  
Percent of fuel exempt: \_\_\_\_\_ %      Percent of electricity exempt: \_\_\_\_\_ %
  - Tangible personal property, property, items and goods under s.77.52(1)(b), (c), and (d), or services purchased by a Native American with enrollment # \_\_\_\_\_, who is enrolled with and resides on the \_\_\_\_\_ Reservation, where buyer will take possession of such property, items, goods, or services.
  - Tangible personal property and items and property under s.77.52(1)(b) and (c) becoming a component of an industrial or municipal waste treatment facility, including replacement parts, chemicals, and supplies used or consumed in operating the facility. Caution: Do not check the "continuous" box at the top of page 1.
  - Portion of the amount of electricity or natural gas used or consumed in an industrial waste treatment facility.  
(Percent of electricity or natural gas exempt \_\_\_\_\_ %)
  - Electricity, natural gas, fuel oil, propane, coal, steam, corn, and wood (including wood pellets which are 100% wood) used for fuel for **residential or farm use.**
- |  | % of Electricity<br>Exempt | % of Natural Gas<br>Exempt | % of Fuel<br>Exempt |
|--|----------------------------|----------------------------|---------------------|
| <input type="checkbox"/> Residential ..... | _____ %                    | _____ %                    | _____ %             |
| <input type="checkbox"/> Farm .....        | _____ %                    | _____ %                    | _____ %             |
- Address Delivered: \_\_\_\_\_
- Percent of printed advertising material solely for out-of-state use. \_\_\_\_\_ %
  - Catalogs, and the envelopes in which the catalogs are mailed, that are designed to advertise and promote the sale of merchandise or to advertise the services of individual business firms.
  - Computers and servers used primarily to store copies of the product that are sent to a digital printer, a plate-making machine, or a printing press or are used primarily in prepress or postpress activities, by persons whose NAICS code is 323111, 323117, or 323120.
  - Purchases from out-of-state sellers of tangible personal property that are temporarily stored, remain idle, and not used in this state and that are then delivered and used solely outside this state, by persons whose NAICS code is 323111, 323117, or 323120.
  - Other purchases exempted by law. (State items and exemption). \_\_\_\_\_

**(DETACH AND PRESENT TO SELLER)**

*I declare that the information provided is complete and accurate to the best of my knowledge, and that the product(s) purchased will be used in the exempt manner indicated. If a product is not used in an exempt manner, I will remit use tax on the purchase price at the time of first taxable use. I understand that failure to remit the use tax may result in a future liability, including tax, interest, and penalty.*

**CAUTION:** Using this certificate to avoid paying sales tax may result in a fine of \$250 for each transaction for which the certificate is used

Signature of Purchaser 	Print or Type Name NICHOLAS RHINEHART	Title FINANCE DIRECTOR	Date 01/06/2025
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