

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is made and entered into as of the ___ day of _____ 2013, by and between the MILWAUKEE ART MUSEUM, INC. (hereinafter referred to as "Museum"), MILWAUKEE COUNTY WAR MEMORIAL, INC. (hereinafter referred to as "WMC"), and MILWAUKEE COUNTY, a governmental subdivision of the State of Wisconsin ("County").

RECITALS

WHEREAS, on even date herewith Museum and County are entering into a Lease Agreement ("Museum Lease") for certain Premises defined therein (the "Museum Premises"), which Museum Premises include certain lands, the Kahler Addition, portions of the Saarinen Building as described in the Lease, and once constructed, the East Atrium Addition and interior gallery space resulting from enclosure of the outdoor sculpture court.

WHEREAS, on even date herewith WMC and County are entering into a Lease Agreement ("WMC Lease") for certain Premises defined therein (the "WMC Premises"), which WMC Premises include certain lands and portions of the Saarinen Building as described in the Lease. The Museum Lease and the WMC Lease are, collectively, the "Leases."

WHEREAS, the Leases, together with certain other agreements described in the Leases, will supersede and replace all prior agreements, amendments, leases or subleases to which County, WMC, and Museum were parties relating to the use, possession and occupancy of the Museum Premises, WMC Premises, and surrounding land.

WHEREAS, Museum previously funded, constructed, and donated the Kahler Addition to the County.

WHEREAS, pursuant to the terms of this Agreement, Museum will fund, construct, and donate the East Atrium Addition (as hereinafter defined) to the County. County will accept such donation and Museum will thereafter occupy and use the East Atrium Addition and the other Museum Premises for Museum's use as a tenant under the Museum Lease.

WHEREAS, the Saarinen Building and the Kahler Addition are in need of certain repairs and improvements as identified in the September 2011 report prepared by the County's Department of Audit and in other independent reports prepared for Museum and WMC which generally include without limitation: (i) replacement of the HVAC system servicing the Kahler Addition and other

HVAC work related to the Saarinen Building; (ii) various structural repairs to the Saarinen Building and Kahler Addition; (iii) various other improvements and building envelope repairs to eliminate water infiltration into the Saarinen Building and the Kahler Addition; (iv) repair/replacement of the deck of the Saarinen Building, known as “Veterans Court”; and (v) repair of the outdoor stairwells, one of which is commonly known as the “Birdcage” (collectively, the “Planned Capital Improvements”).

WHEREAS, Museum intends to perform the following repairs and improvements, some of which are needed to repair deficiencies identified in the September 2011 report prepared by the County’s Department of Audit and in other independent reports prepared for Museum and WMC: (i) enclose the outdoor sculpture court and improve the interior space resulting from such enclosure for use as an art gallery; (ii) construct an east atrium entrance to the Museum on the lakeside of the Kahler Addition (the “East Atrium Addition”), which will serve in part to address existing deficiencies in the lakeside foundation and lakeside façade of the Kahler Addition; (iii) repair/replace the roof and deck of the Kahler Addition, known as “Fitch Plaza”; and (iv) reinstall Museum’s permanent art collection located in the Kahler Addition and in those portions of the Saarinen Building leased to Museum (collectively, the “Museum Improvements”).

WHEREAS, the Museum and WMC provide valuable cultural and educational activities, exhibits and educational programs for the public, and the Planned Capital Improvements and Museum Improvements are intended to correct known structural and maintenance deficiencies and to accommodate WMC’s and Museum’s current and future operational needs to enable WMC and Museum to continue providing such public contributions.

WHEREAS, the Planned Capital Improvements are integral to implementation of the Museum Improvements.

WHEREAS, the County will construct the Planned Capital Improvements and, at County’s request, the Museum will construct the Museum Improvements. County will realize a substantial monetary benefit from having the Museum construct the Museum Improvements.

WHEREAS, given the integrated nature of the Planned Capital Improvements and Museum Improvements, the implementation of such improvements must be coordinated effectively between the County and Museum.

WHEREAS, pursuant to the cost allocation attached hereto as **Exhibit A** and made a part hereof (the “Construction Budget”), the cost of the Planned Capital Improvements is estimated to be Ten Million Dollars (\$10,000,000), which sum shall be funded by County.

WHEREAS, pursuant to the attached Construction Budget, the cost of the Museum Improvements is estimated to be Fifteen Million Dollars (\$15,000,000), which sum shall be raised and contributed by Museum to fund the cost of the Museum Improvements.

WHEREAS, pursuant to Resolution File No. _____ adopted by the County Board of Supervisors on _____, the County has authorized and appropriated Two Million Two Hundred Dollars (\$2,000,200) to be applied to the cost of the Planned Capital Improvements. County has agreed to request authorization and appropriation in its 2014 through 2017 budgets in a cumulative amount of Seven Million Nine Hundred Ninety Thousand Eight Hundred Dollars (\$7,999,800), to be applied to the cost of the Planned Capital Improvements.

WHEREAS, the foregoing County contribution and appropriations include County administrative fees and costs, which the County may charge back to the County Project (as hereinafter defined) and which fees and costs include, but are not limited to, design, architectural and engineering, construction administration, inspection services, special County programs, printing and distribution, and other County administrative fees and costs attributable to the County Project (“County Administrative Costs”).

WHEREAS, the County has been authorized to enter into this Agreement by Resolution File No. _____ adopted by the County Board of Supervisors on _____, 2013.

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

I. GENERAL PROVISIONS

By executing this Agreement and the other agreements referenced in and required under this Agreement, the parties intend to set forth their understandings and agreements as to their respective responsibilities and implementation of the County Project and Museum Project (as such terms are hereinafter defined). In addition to the specific obligations set forth in this Agreement each of the parties agrees to fully cooperate and coordinate with each other in planning and constructing the County Project and Museum Project.

II. DESCRIPTION OF COUNTY PROJECT AND MUSEUM PROJECT

2.1 County Project. The County Project consists of the Planned Capital Improvements as further described in the attached Construction Budget and the Critical Path Schedule which is attached as **Exhibit B** and made a part hereof (the “Critical Path Schedule”). The County Project will be implemented consistent with the terms and conditions of this Agreement.

2.2 Museum Project. The Museum Project consists of the Museum Improvements as further described in the Construction Budget and the Critical Path Schedule. The Museum Project will be implemented consistent with the terms and conditions of this Agreement.

III. PROJECT MANAGEMENT; PLANS; CONSTRUCTION TIMELINE

3.1 Project Managers and Architects. There will be two (2) Project Managers (each a “Project Manager,” and collectively, the “Project Managers”). The County and WMC (collectively) will appoint one project manager to act as the representative for County/WMC with respect to construction of the County Project. County’s/WMC’s Project Manager shall be Julie Bastin or her successor as designated by County. WMC may appoint an owner’s representative (“WMC Owner’s Rep”) to participate in discussions with the County/WMC Project Manager regarding the Planned Capital Improvements; provided, however, that the cost or expense of WMC Owner’s Rep shall be paid by WMC and shall not become a County Project Cost or a Museum Project Cost, and provided further that WMC Owner’s Rep shall have no approval rights with respect to any approvals required under this Agreement. Museum will appoint one project manager to act as the representative for Museum with respect to construction of the Museum Project. Museum’s Project Manager shall be Steven Chamberlin, the Chamberlin Group or his successor as designated by Museum. The architect of record for the Museum Project will be James Shield, HGA (“Museum’s Architect”). The architect of record for the County Project will be Julie Bastin (“County’s Architect”). The Museum’s Architect and the County’s Architect are, collectively, the “Architects.”

3.2 Plan and Bid Package Approval.

(a) Schematic drawings for the East Atrium Addition are described in the attached **Exhibit C** to this Agreement and made a part hereof (the “East Atrium Schematic Drawings”), and are hereby approved by Museum, WMC, and County. The design of the East Atrium Addition shall not be modified in the future from the design shown on the East Atrium Schematic Drawings in any manner that would interfere with or obstruct the view of Lake Michigan from Veteran’s Court, Fitch Plaza or the Saarinen building. The Hybrid Engineering and Space Allocation Model is attached as **Exhibit D** and made a part hereof (the “Hybrid Engineering and Space Allocation Model”).

(b) Museum and County agree to work cooperatively through their respective Project Managers to develop and finalize design development drawings, construction documents, disbursing

agreements, RFPs, RFQs, and bid packages together with all plans and specifications including the structural, architectural, mechanical, plumbing, electrical and other building systems for the County Project and Museum Project (collectively, "Plans"). The Plans shall be consistent with (i) existing plans for the Planned Capital Improvements, (ii) existing plans for the Museum Improvements, (iii) the Construction Budget, (iv) the Critical Path Schedule, (v) the East Atrium Schematic Drawings, (vi) the Hybrid Engineering and Space Allocation Model, (vii) the intent of the parties that the final design of the repair/replacement of the roof and deck of the Saarinen Building, known as "Veterans Court," will be integrated with the repair/replacement of the Fitch Plaza deck (associated with the East Atrium Addition); provided, however, the parties acknowledge that the scope of the Veteran's Court work is limited to the repair/replacement of the existing Veteran's Court deck (including possible upgrades negotiated by WMC with County), and (viii) other construction requirements, including but not limited to, those necessary to ensure that all safety, structural, indoor air quality, and water infiltration issues are addressed in the Plans.

(c) The Project Managers shall have the right to review and approve the Plans for both the County Project and the Museum Project in accordance with the requirements of Section 3.2(b) of this Agreement, such approval not to be unreasonably withheld, conditioned or delayed. Proposed Plans for the County Project will be provided to WMC or its designated representative upon request. Upon completion of Plans for each phase of the County Project or the Museum Project, as the case may be, and submission of such Plans to Project Managers, Project Managers shall have twenty-one (21) days after receiving the Plans to review and approve them in accordance with this Section or notify in writing each other, with the reasons for not approving the Plans and any requested changes. If a Project Manager does not provide such notice to the other Project Manager within twenty-one (21) days of receiving the Plans, such Project Manager shall be deemed to have approved the Plans. The Project Managers will work in good faith and with due diligence to resolve any disagreements regarding a proposed Plan. If the Project Managers cannot reach agreement regarding a proposed Plan within ten (10) days following delivery of written objections regarding such Plan, the County Executive shall, within ten (10) days following notification regarding such a dispute, select an independent third-party with sufficient architectural, engineering, and/or construction related experience and qualifications necessary to decide the disputed issue(s) (the "Arbiter"). Within ten (10) days following selection of the Arbiter, the Project Managers and Arbiter shall hold a meeting and the Project Managers shall present their respective positions regarding the disputed issue(s). The Arbiter shall attempt to mediate a resolution of the dispute, and in the absence of such resolution, the Arbiter shall issue a decision within five (5) days following the meeting with the Project Managers, and such decision shall be final and binding on all parties. The cost of the Arbiter shall be shared equally between County and Museum. The County Project and the Museum Project shall be constructed consistent with the approved Plans. The County Project, including County Administrative Costs, shall be funded by County in accordance with the Construction Budget, the

Critical Path Schedule, and this Agreement. The Museum Project shall be funded by Museum in accordance with the Construction Budget, the Critical Path Schedule, and this Agreement.

3.3 County Project Prime Contractor; Construction Contracts. Following approval of the Plans for the County Project in accordance with Section 3.2, above, the County Project will be managed by a prime contractor selected by County (“County Prime Contractor”) in accordance with this Agreement. County will enter into the County Prime Contractor contract, and the County Prime Contractor will enter into all subcontracts necessary for construction and completion of the County Project. All other contracts necessary for the construction and completion of the County Project will be entered into by the County. The form and substance of the contract between County and County Prime Contractor for construction and completion of the County Project shall be approved by both Project Managers in accordance with Section 3.2, above. County shall make and Museum shall accept a collateral assignment of the architectural and construction contracts entered into by County for the County Project.

3.4 Museum Project Prime Contractor; Construction Contracts. Following approval of the Plans for the Museum Project in accordance with Section 3.2, above, the Museum Project shall be managed by a construction manager and/or prime contractor selected by Museum (“Museum Prime Contractor”). Museum will enter will enter into the Museum Prime Contractor contract, and the Museum Prime Contractor will enter into all subcontracts necessary for construction and completion of the Museum Project. All other contracts necessary for the construction and completion of the Museum Project will be entered into by the Museum. The form and substance of the contract between Museum and Museum Prime Contractor for construction and completion of the Museum Project shall be approved by both Project Managers in accordance with Section 3.2 above. Museum shall make and County shall accept a collateral assignment of the architectural and construction contracts entered into by Museum for the Museum Project.

3.5 Project Progress Meetings. Beginning upon execution of this Agreement, and periodically, but not less than monthly, and upon five (5) days’ notice sent by one Project Manager to the other, the Project Managers, County Prime Contractor, Museum Prime Contractor, and Architects, or any or all of them, shall meet at the Project site, or such other location mutually agreed to by the parties, to discuss the progress of the County Project and/or Museum Project and any issues of concern. The County/WMC Project Manager shall include the WMC Owner’s Rep in progress meetings regarding the Planned Capital Improvements at the WMC Owner’s Rep’s request, and the County/WMC Project Manager shall have the sole responsibility of notifying WMC Owner’s Rep of any such progress meetings.

3.6 Additional Consultants. Each party shall bear the cost and expense associated with any representatives or consultants used by or retained by such party in connection with this

Agreement, the County Project or Museum Project. In the event one of the parties uses or retains a representative or consultant in connection with this Agreement, the County Project, or the Museum Project, such representative(s) or consultant(s) shall be retained at the sole cost and expense of the retaining party, shall access information through the retaining party's Project Manager, and shall have no approval authority with respect to either the County Project or Museum Project.

3.7 Ownership of Plans. All Plans prepared or furnished for the County Project and Museum Project are "Instruments of Service." All Instruments of Service, including all copyright or other intellectual property associated with the County Project, shall be owned by County. All Instruments of Service, including all copyright or other intellectual property associated with the Museum Project, shall be owned by Museum.

3.8 Commencement and Completion Dates.

(a) County and Museum shall commence, construct, and complete the County Project and Museum Project, respectively, in accordance with the dates and milestones set forth on the Critical Path Schedule, subject to force majeure, and availability of all required permits, approvals and permissions.

(b) County and Museum acknowledge that a high level of coordination between the County Project and the Museum Project is critical to the success of both projects. Upon the request of either Project Manager, but not less than annually, the Project Managers shall meet during the course of construction to discuss any proposed revisions to the Critical Path Schedule. The County/WMC Project Manager shall include the WMC Owner's Rep in such meetings regarding the Planned Capital Improvements at WMC Owner's Rep's request, and the County/WMC Project Manager shall have the sole responsibility of notifying WMC Owner's Rep of any such meetings. WMC Owner's Rep shall be given advance notice and opportunity to consult with the County/WMC Project Manager on any proposed revisions to or deviations from the Critical Path Schedule; provided, however, WMC Owner's Rep shall have no approval authority with respect to any such revisions or deviations. The Critical Path Schedule shall not be revised or deviated from without the prior written, mutual consent of both Project Managers. The Project Managers will work in good faith and with due diligence to resolve any disagreements regarding a proposed revision to or deviation from the Critical Path Schedule. Either party may submit a dispute regarding a proposed Critical Path Schedule revision or deviation to the County Executive, and the County Executive shall, within ten (10) days following notification regarding such a dispute, select an independent third-party with sufficient architectural, engineering, and/or construction related experience and qualifications necessary to decide the disputed issue(s) (the "Arbiter"). Within ten (10) days following selection of the Arbiter, the Project Managers and Arbiter shall hold a meeting and the Project Managers shall present their respective positions

regarding the disputed issue(s). The Arbiter shall attempt to mediate a resolution of the dispute, and in the absence of such resolution, the Arbiter shall issue a decision within five (5) days following the meeting with the Project Managers, and such decision shall be final and binding on all parties. The cost of the Arbiter shall be shared equally between County and Museum.

3.9 Force Majeure. County and Museum shall not be responsible for any suspension or delay in the commencement, progress or completion of the Project if such suspension or delay is caused by an occurrence beyond such party's reasonable control (collectively, "Force Majeure Events") including, but not limited to: (a) flood, acts of God or other abnormal, extraordinary, or unusually severe weather conditions; or (b) fire, theft, strikes, riots, war, acts of governmental authorities (other than County), unusual delay in deliveries, or labor or material shortages. Upon the occurrence of a Force Majeure Event, the anticipated completion date shall be extended for a duration at least equal to the length of any suspension or delay.

IV. FUNDING

4.1 Project Costs.

(a) County will authorize and appropriate Ten Million Dollars (\$10,000,000) to fund the cost of the County Project, which includes any and all County Administrative Costs the County charges back to the Project. Museum will raise and contribute Fifteen Million Dollars (\$15,000,000) to fund the cost of the Museum Project.

(b) County's costs shall include, without limitation, (i) architectural, engineering, construction management, and project management fees associated with the County Project; (ii) costs of construction, fixtures, and equipment, including any necessary asbestos abatement and utilities necessary for construction of the County Project; (iii) costs of all permits, approvals, and permissions required by law for the construction of the County Project; (iv) County Administrative Costs charged back to the Project; (v) costs of all Plan review performed by County; and (vi) any other costs and expenses related to the planning, development, design, construction and/or equipping of the County Project; and (vi) costs related to County Environmental Obligations as defined in Section 6.1 of this Agreement (collectively, "County Project Costs").

(c) Museum's costs shall include, without limitation, (i) architectural, engineering, construction management, and project management fees associated with the Museum Project; (ii) costs of construction, fixtures, and equipment, including any necessary asbestos abatement and utilities necessary for construction of the Museum Project (except for County Environmental Obligations); (iii) costs of all permits, approvals, and permissions required by law for the

construction of the Museum Project; (iv) costs of all Plan review performed by Museum; and (v) except as otherwise provided herein, any other costs and expenses related to the planning, development, design, construction and/or equipping of the Museum Project (collectively, "Museum Project Costs").

4.2 Construction Budget.

(a) County and Museum hereby approve the Construction Budget attached hereto as **Exhibit A** and made a part hereof. It is acknowledged that the Construction Budget is an informed, pre-bid estimate by all parties of costs associated with the Project and that actual costs may differ from those indicated on the attached Construction Budget.

(b) Upon the request of either Project Manager, but not less than annually, the Project Managers shall meet during the course of construction to discuss any proposed revisions to the Construction Budget. The County/WMC Project Manager shall include the WMC Owner's Rep in such meetings regarding the Planned Capital Improvements at WMC Owner's Rep's request, and the County/WMC Project Manager shall have the sole responsibility of notifying WMC Owner's Rep of any such meetings. WMC Owner's Rep shall be given advance notice and opportunity to consult with the County/WMC Project Manager on any proposed revisions to or deviations from the Construction Budget; provided, however, WMC Owner's Rep shall have no approval authority with respect to any such revisions or deviations. The Construction Budget shall not be revised or deviated from without the prior written, mutual consent of both Project Managers. The Project Managers will work in good faith and with due diligence to resolve any disagreements regarding a proposed revision to or deviation from the Construction Budget. Either party may submit a dispute regarding a proposed Construction Budget revision or deviation to the County Executive, and the County Executive shall, within ten (10) days following notification regarding such a dispute, select an independent third-party with sufficient architectural, engineering, and/or construction related experience and qualifications necessary to decide the disputed issue(s) (the "Arbiter"). Within ten (10) days following selection of the Arbiter, the Project Managers and Arbiter shall hold a meeting and the Project Managers shall present their respective positions regarding the disputed issue(s). The Arbiter shall attempt to mediate a resolution of the dispute, and in the absence of such resolution, the Arbiter shall issue a decision within five (5) days following the meeting with the Project Managers, and such decision shall be final and binding on all parties. The cost of the Arbiter shall be shared equally between County and Museum.

4.3 Allocation of Project Costs. County will pay for all County Project Costs and Museum will pay for all Museum Project Costs, when due in accordance with the Construction Budget (either as approved pursuant to Section 4.2(a) or as revised pursuant to Section 4.2(b)), this Agreement, and the terms and conditions of the parties' respective architectural or construction contracts. County shall be solely responsible for all County Administrative Costs and for all County Environmental Obligations, if any, in accordance with Section 6.1 of this Agreement.

4.4 County Appropriations. County has authorized and appropriated Two Million Two Hundred Dollars (\$2,000,200) to be applied to the cost of the County Project. The parties acknowledge that Seven Million Nine Hundred Ninety Nine Thousand Eight Hundred Dollars (\$7,999,800) of the County's Ten Million Dollars (\$10,000,000) contribution towards County Project Costs has not yet been appropriated; however, the parties are proceeding in reliance on the County's stated intention and commitment to appropriate such funds in future budget years. County shall authorize and appropriate the remaining Seven Million Nine Hundred Ninety Nine Thousand Eight Hundred Dollars (\$7,999,800) in its 2014-2017 budgets (the "County Appropriations"), to be applied to the County Project Costs.

4.5 County and Museum Payments.

(a) County shall make available all funds necessary to pay all County Project Costs, when due, in accordance with the Construction Budget, the Critical Path Schedule, and the terms and conditions of the County's architectural and construction contracts.

(b) Museum shall make available all funds necessary to pay all Museum Project Costs, when due, in accordance with the Construction Budget, the Critical Path Schedule, and the terms and conditions of the Museum's architectural and construction contracts.

(c) Museum and WMC are entering into this Agreement in reliance upon (i) County's stated intent to make the County Appropriations to secure funds to pay County Project Costs pursuant to Sections 4.3 and 4.4, above, which are necessary to complete construction of the County Project; and, (ii) Museum's stated intent to raise and contribute funds to pay Museum Project Costs pursuant to Section 4.3, above, which are necessary to complete construction of the Museum Project. Periodically, prior to commencement of and during construction of the County Project or the Museum Project, as the case may be, Museum and County shall provide to each other and WMC reasonable evidence that such party has the ability to fulfill its respective financial contributions towards County Project Costs and Museum Project Costs, as applicable.

4.6 Adjustments/Cost Overruns. All Parties acknowledge that actual project costs may be different from the attached Construction Budget, as may be revised from time to time pursuant to

Section 4.2 of this Agreement. Any cost savings or cost overruns attributable to the County Project shall accrue to or be paid by County, as the case may be. Any cost savings or cost overruns attributable to the Museum Project shall accrue to or be paid by Museum, as the case may be.

V. INDEMNIFICATION AND INSURANCE

5.1 Indemnity.

(a) Museum shall indemnify and agrees to hold County, WMC, and their respective supervisors, trustees, officers, directors, employees and agents harmless from and against any and all liabilities, claims, demands, suits, costs (including reasonable attorney's fees and reasonable costs and expenses of litigation), judgments and costs of settlement arising out of or in connection with any negligent actions or omissions to act by Museum or its employees or agents, or any breach by Museum of its obligations under this Agreement. The indemnity obligations of this Section shall survive expiration or termination of this Agreement for a period of five (5) years.

(b) County shall indemnify and agrees to hold Museum, WMC and their respective trustees, officers, directors, affiliated art groups, employees and agents harmless from and against any and all liabilities, claims, demands, suits, costs (including reasonable attorney's fees and reasonable costs and expenses of litigation), judgments and costs of settlement arising out of or in connection with any negligent actions or omissions to act by County or its employees or agents or any breach by County of its obligations hereunder. The indemnity obligations of this Section shall survive expiration or termination of this Agreement for a period of five (5) years.

(c) WMC shall indemnify and agrees to hold County, Museum, and their respective supervisors, trustees, officers, directors, affiliated art groups, employees and agents harmless from and against any and all liabilities, claims, demands, suits, costs (including reasonable attorney's fees and reasonable costs and expenses of litigation), judgments and costs of settlement arising out of or in connection with any negligent actions or omissions to act by WMC or its employees or agents or any breach by WMC of its obligations hereunder. The indemnity obligations of this Section shall survive expiration or termination of this Agreement for a period of five (5) years.

5.2 Insurance.

(a) The Museum and County shall require that all contractors and service providers to the County Project and Museum Project purchase and maintain policies of insurance to cover liabilities and costs as may arise from tort, statutory and workers' compensation claims relating to design and construction of the County Project and Museum Project, as applicable, in coverages and

amounts mutually acceptable to Museum and County's Director of Risk Management and Insurance (the "Risk Manager). Acceptable proof of such coverages shall be furnished to the Risk Manager prior to commencement of construction of the County Project or Museum Project.

(b) The County, Museum, and WMC shall be named as additional insureds as their interests may appear. A thirty (30) day written notice of cancellation, nonrenewal or material change shall be given to County, Museum, and WMC.

(c) The insurance specified above shall be placed with an A rated carrier per Best's Rating Guide approved to do business in the State of Wisconsin or such other carrier reasonably approved by the Risk Manager. Any deviations or waiver of required coverages or minimums shall be submitted in writing and approved by the Risk Manager as a condition of this Agreement. Waivers may be granted when surplus lines and specialty carriers are used. A Certificate of Insurance shall be submitted for review on request to the County for each successive period of coverage for the duration of the County Project and Museum Project, as applicable.

VI. ENVIRONMENTAL COMPLIANCE AND OBLIGATIONS

6.1 NO LIABILITY FOR PREEXISTING ENVIRONMENTAL CONDITIONS. County shall be solely responsible for any environmental contamination or other potentially hazardous environmental conditions encountered on or about the Museum Premises and WMC Premises, including without limitation, all releases, leaks, discharges, spills or emissions of hazardous substances (i) existing at the Premises as of November 11, 1997, or (ii) caused by parties other than Museum or WMC ("County Environmental Obligations") The costs of handling, removing, remediating, disposing, or treating any County Environmental Obligations shall be borne solely by County. Neither Museum nor WMC shall be liable for any investigation or remediation, or orders relating to any County Environmental Obligations. Each party shall fully comply, or cause compliance by any responsible party, with all federal, state and local laws including statutes, regulations, ordinances, codes, rules and other governmental restrictions and requirements relating to the discharge of air pollutants, water pollutants or process waste water or otherwise relating to the environment or hazardous substances in connection with planning, construction, and completion of the County Project and Museum Project. County hereby indemnifies Museum and WMC against any damages, loss, expense and liability suffered by Museum or WMC and arising out of County Environmental Obligations. Museum shall not be obligated to undertake any actions with respect to the discharge or pollutants or hazardous substances not caused by Museum. WMC shall not be obligated to undertake any actions with respect to the discharge or pollutants or hazardous substances not caused by WMC.

6.2 WDNR NEGOTIATIONS. No negotiations and/or decisions on environmental issues with the Wisconsin Department of Natural Resources ("WDNR") may be made without full notice and opportunity to participate by the County.

VII. OWNERSHIP OF PROJECT IMPROVEMENTS

7.1 Ownership. Museum previously funded, constructed, and donated the Kahler Addition to the County. Under this Agreement, Museum will fund, construct, and donate the East Atrium Addition to the County. County shall accept such donation upon issuance of an occupancy permit by the City of Milwaukee and Museum will thereafter occupy and use the East Atrium Addition and the other Museum Premises for Museum's use pursuant to the terms of the Museum Lease. The parties acknowledge that the East Atrium Addition, upon completion and donation to County, shall become part of Museum's leasehold Premises in accordance with the Museum Lease. County shall be responsible for maintenance, repair and replacement of the Museum Premises (including the East Atrium Addition as described above) in accordance with the Museum Lease. County shall also be responsible for the prosecution of all warranty and other related construction claims related to the County Project and Museum Project, if any.

VIII. CONDITIONS AND REMEDIES

8.1 Museum's obligations under this Agreement are contingent upon County making its funding contributions as set forth in Article IV of this Agreement at times and in such installment amounts as necessary to complete construction of the County Project in accordance with the Critical Path Schedule. If County fails to make its funding contributions at times and in such installment amounts as necessary to complete construction of the County Project in accordance with the Critical Path Schedule, Museum may terminate this Agreement.

8.2 In addition to Museum's remedy set forth in Section 8.1, if County fails to authorize and appropriate Seven Million Nine Hundred Ninety Nine Thousand Eight Hundred Dollars (\$7,999,800) in its 2014 through 2017 budgets for County Project Costs, Museum shall be entitled to complete the County Project or portions thereof and County shall reimburse to Museum all such costs incurred by Museum in completing the County Project. Any such amounts shall be paid to Museum within sixty (60) days following delivery of an invoice and supporting documentation to County.

8.3 If Museum fails to raise and contribute funds sufficient to complete the East Atrium Addition, enclosure of the outdoor sculpture court, or repair/replacement the roof and deck of the Kahler Addition, known as "Fitch Plaza", County shall be entitled to complete such components of

the Museum Project and Museum shall reimburse to County all such costs incurred by County in completing such components of the Museum Project. Any such amounts shall be paid to County within sixty (60) days following delivery of an invoice and supporting documentation to Museum.

X. MISCELLANEOUS

11.1 Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given if delivered or mailed, by registered or certified mail, first-class postage paid, return receipt requested, or any other delivery service with proof of delivery:

If to the County: Milwaukee County Department of Administrative Services
Attn: Director
901 North Ninth Street
Courthouse, Room 303
Milwaukee, WI 53233

With a copy to: Milwaukee County
Office of the Corporation Counsel
Attn: Corporation Counsel
901 North Ninth Street
Courthouse, Room 303
Milwaukee, WI 53233

If to Museum: Director
Milwaukee Art Museum
700 N. Art Museum Drive
Milwaukee, WI 53202

President
Milwaukee Art Museum
700 N. Art Museum Drive
Milwaukee, WI 53202

With a copy to: Raymond R. Krueger, Esq.
Michael Best & Friedrich
100 East Wisconsin Avenue, Suite 3300
Milwaukee, WI 53201-4108

If to WMC: Executive Director
Milwaukee County War Memorial, Inc.
750 North Lincoln Memorial Drive
Milwaukee, WI 53202

Chairperson
Milwaukee County War Memorial, Inc.
750 North Lincoln Memorial Drive
Milwaukee, WI 53202

Any party may change the person or address to whom or which notices are given hereunder; provided, however, that any such modification shall be deemed to have been given hereunder only when actually received by the party to which it is addressed. Each party shall be entitled to rely on all communications which purport to be given on behalf of any other party hereto and purport to be signed by an authorized signatory of such party or their above indicated attorneys.

11.2 Incorporation of Recitals. The above stated Recitals are true and correct and form a material part of this Agreement upon which the parties have relied.

11.3 Provisions Severable. If any provision of this Agreement shall be held or declared to be invalid, illegal, or unenforceable under any law applicable thereto, such provision shall be deemed deleted from this Agreement without impairing or prejudicing the validity, legality, and enforceability of the remaining provisions hereof.

11.4 Applicable Law. This Agreement shall be governed by and construed under the laws of the State of Wisconsin.

11.5 Independent Review/Neutral Construction. Each Party has had the opportunity to consult independent counsel regarding this Agreement. The language used in this Agreement shall be deemed to be the language chosen by all of the parties to express their mutual intent and no rule of strict construction shall apply against any party by virtue of their role in drafting the documentation.

11.6 Captions. The section headings in this Agreement are for convenience of reference only and shall not be deemed to alter or affect the meaning or interpretation of any provision of this Agreement.

11.7 No Waiver of Rights. The failure of any party to insist, in any one or more instances, upon performance of the terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of any right granted hereunder or of the future performance of any such term, covenant or condition.

11.8 Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and any and all prior negotiations and/or understandings are superseded hereby, and the terms of this Agreement are contractually binding upon all parties, their successors and assigns.

11.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

11.10 Authorization. Each party to this Agreement represents and warrants to the other party hereto that the execution and delivery of this Lease by the signatory signing below has been duly authorized by all appropriate action and is sufficient to legally bind the signing party without joinder or approval on any other party.

11.11 Assignment. This Agreement and all rights and obligations hereunder shall not be assignable by any party without the prior written consent of the other party(ies).

11.12 Amendments. This Agreement may not be amended, changed, altered or modified except in writing signed by all of the parties.

[end of document; signature page follows]

MILWAUKEE COUNTY

By: _____
Chris Abele
County Executive

APPROVED:

By: _____

County Director of Risk Management
and Insurance

APPROVED AS TO FORM:

By: _____
Kimberly Walker
Corporation Counsel

MILWAUKEE ART MUSEUM, INC.

Kenneth C. Krei, President

Daniel Keegan, Director

Raymond R. Krueger,
Chairman of the Board of Trustees

**MILWAUKEE COUNTY WAR
MEMORIAL, INC.**

Michael M. Berzowski, Chairman
War Memorial Center Facilities Board

George Gaspar, Chairman
War Memorial Corporation Board

EXHIBIT A

Construction Budget

[Attached]

Exhibit A – Construction Budget

Milwaukee County War Memorial Center 5 - Year Cost Allocation
Updated June 27, 2013

Work Description	Est Cost	2013		2014		2015		2016		2017
		County Project	MAM Project	County Project	MAM Project	County Project	MAM Project	County Project	MAM Project	County Project
Site Work										
1.1 Mechanical Chamber, West (replace)	\$85,000	\$3,000		\$82,000						
1.2 Mechanical Chamber, East (repair)	\$10,000									\$10,000
1.3 Underground Connection Shafts to Air Chambers	\$15,000			\$15,000						
1.4 Loading Dock, Repair dock & Walls, New roof membrane	\$435,000	\$5,000				\$430,000				
1.5 Asphalt Paving, Pave, repair, seal - Allowance	\$475,000	\$75,000				\$100,000		\$200,000		\$100,000
Total Site Work	\$1,020,000	\$83,000	\$0	\$97,000	\$0	\$530,000	\$0	\$200,000	\$0	\$110,000
Building Exterior Envelope										
2.1 Expansion Joints @ Mason: Replace	\$87,000			\$87,000						
2.2 Repair Copper Cladded Lodges @ Wall Face	\$51,000							\$51,000		
2.3 Replace WMC Main Ball-up Roof	\$440,000					\$40,000		\$400,000		
2.4 Replace WMC Penthouse Roof	\$48,000					\$48,000				
2.5 Exterior Wall Granite: Tuck pointing, selective removal, waterproof membrane, and flashing	\$381,000	\$381,000								
2.55 Allowance for window replacements (in granite areas)	\$125,000	\$125,000								
2.6 Courtyard EIFS repair & refurbish	\$20,000			\$20,000						
2.7 Exterior Wall Concrete: Sealing & Repairs	\$241,000	\$70,000		\$65,000		\$50,000				\$56,000
2.8 Exterior Walls Metal Siding: Replace, with roofs	\$21,000					\$21,000				
2.10 WMC: South, East, & West Entrance Assemblies	\$217,000					\$90,000		\$127,000		
2.13 Veterans Courtyard: Replace concrete slabs, repair structure, replace waterproof membrane (including lighting)	\$750,000			\$750,000						
2.14 Supervisory Engineer	\$125,000	\$50,000		\$30,000		\$25,000		\$10,000		
2.16 Building Exterior Caulk/Sealants Work	\$45,000	\$25,000		\$20,000						
Total Building Exterior Envelope	\$2,251,000	\$651,000	\$0	\$972,000	\$0	\$274,000	\$0	\$598,000	\$0	\$56,000

Exhibit A – Construction Budget

Work Description	Est Cost	2013		2014		2015		2016		2017
		County Project	MAM Project	County Project	MAM Project	County Project	MAM Project	County Project	MAM Project	County Project
Exterior Stairs										
5.1 Veterans Courtyard Enclosed Stairway (Bird Cage): Replace	\$884,000					\$884,000				
5.2 Veterans Courtyard Open Stairway: Replace	\$120,000					\$120,000				
5.4 South Stair: Veterans Courtyard to South Entrance: Repair	\$245,000			\$245,000						
Total Exterior Stairs	\$1,249,000	\$0	\$0	\$245,000	\$0	\$1,004,000	\$0	\$0	\$0	\$0
General Building Exterior										
6.1 Exterior Light Fixtures: Selected Replacements	\$50,000	\$50,000								
6.2 Steel Rails War Memorial Rooftop: Refurbish and/or repair	\$60,000					\$60,000				
Total General Exterior	\$110,000	\$50,000	\$0	\$0	\$0	\$60,000	\$0	\$0	\$0	\$0
Concrete & Structural										
5.1 Spalled & Delaminated Concrete - Cantilever Overhangs	\$26,800	\$19,000								\$7,800
5.2 Spalled & Delaminated Concrete Walls - Cantilever Overhangs	\$82,700	\$37,000								\$45,700
5.3 Concrete Damage at Column Bases	\$36,300	\$20,000								\$16,300
5.4 Expansion Joint @ South Exterior Stairs	\$13,000			\$13,000						
5.5 Concrete Deterioration - South Canopy	\$13,700	\$13,700								
5.6 Concrete Deterioration - North Canopy	\$9,159	\$9,159								
5.7 Clay Tile Deterioration - West wall by Mason Street Bridge	\$72,600	\$15,000								\$57,600
5.8 Interior Cracked Columns - Added columns at sub-basement (if minor)	\$4,300	\$4,300								
5.9 CRITICAL - Interior Cracked Columns - Investigative Work (if major)	\$40,000	\$40,000								
5.10 Interior - Concrete Deterioration below stairs	\$5,700	\$5,700								
5.11 Delimiting & Spalls on Roof Slabs: Cost if moderate	\$58,400	\$8,000				\$50,400				
5.12 Delimiting & Spalls on Roof Slabs: Cost if extensive	\$20,000									\$20,000
5.13 Interior Concrete - Below Expansion joint between Sauerstein & Kahler	\$73,700			\$73,700						
5.14 Interior Concrete - Below Expansion joint if more extensive	\$20,000									\$20,000
5.15 Design & Supervisory Engineer	\$115,000	\$78,000		\$25,000		\$12,000				
5.16 Leaks in Walls of Duct Space & Air Tunnel	\$25,000					\$25,000				
5.17 Concrete & Structural - Unidentified Work Allowance	\$250,000			\$50,000		\$50,000		\$75,000		\$75,000
Total Concrete & Structural	\$866,189	\$249,859	\$0	\$161,700	\$0	\$137,400	\$0	\$75,000	\$0	\$242,400

Exhibit A – Construction Budget

Work Description	Est Cost	2013		2014		2015		2016		2017
		County Project	MAM Project	County Project	MAM Project	County Project	MAM Project	County Project	MAM Project	County Project
HVAC Systems										
West Building (Kahler)										
6.1	Replace AHU-1 & 2, RF-1 & 2	\$1,200,000		\$1,200,000						
6.2	Replace VAV Units	\$450,000		\$450,000						
6.3	Replace Pneumatic Controls with DDC	\$125,000		\$125,000						
6.4	Replace 1,2er in Main SA & RA Ducts (Duct replacements NOT included)	\$30,000		\$30,000						
6.5	West Window & Door Replacement, Fractional HVAC Upgrade	\$200,000		\$200,000						
6.6	Insulate Underside of Stairs & Landings at North & South	\$60,000		\$60,000						
West Building (Sawmen)										
6.7	Rezone AHU-1 & 2, add new AHU	\$375,000		\$375,000						
6.8	Replace Pneumatic Controls with DDC, Master Levels	\$30,000		\$30,000						
6.9	Separation Wall Upgrade, between humidified & unhumidified areas	\$145,000		\$145,000						
6.10	Exterior Wall Insulation in Humidified Areas	\$50,000		\$50,000						
Other HVAC										
6.11	Supplemental Air Quality Testing - Allowance	\$25,000		\$25,000						
6.12	Building Automation Upgrade (Total facility)	\$50,000		\$50,000						
6.13	Removal of damaged insulation or other materials - Allowance	\$20,000		\$20,000						
6.14	HVAC Engineering	\$70,000	\$70,000							
6.15	Other moisture related work w/in HVAC scope - Allowance	\$75,000		\$75,000						
<i>Note: Replacement Ducts and related work NOT included in any areas</i>										
Total HVAC Systems		\$2,925,000	\$70,000	\$0	\$2,855,000	\$0	\$0	\$0	\$0	\$0
General Building Interior										
7.1	Rest Rooms: Renovate (2) restrooms near south entry	\$110,000				\$110,000				
Total General Interior		\$110,000				\$110,000				
Elevators										
8.1	Hydraulic Elevators, 4 & 6 Stop: Rebuild and/or refurbish - (5) total	\$525,000	\$50,000	\$100,000		\$150,000		\$225,000		
8.2	Traction Elevators, 7 Stop: Inspect & update (2) Total	\$40,000				\$40,000				
Total Elevator		\$565,000	\$50,000	\$0	\$100,000	\$0	\$190,000	\$0	\$225,000	\$0
Electrical Systems										
9.1	System Costs Per Reserve Advisor Allowance	\$200,000		\$50,000		\$68,000		\$82,000		
9.2	Emergency Generator - Replace	\$116,000				\$116,000				
9.3	Life Safety Systems - Update systems & related device replacements	\$425,000	\$275,000	\$150,000						
Total Electrical Systems		\$741,000	\$275,000	\$0	\$200,000	\$0	\$184,000	\$0	\$82,000	\$0

Exhibit A – Construction Budget

Work Description	Est Cost	2013		2014		2015		2016		2017
		County Project	MAM Project	County Project	MAM Project	County Project	MAM Project	County Project	MAM Project	County Project
<u>MAM Basement Renovation</u>										
00.1 Demo	\$50,000				\$30,000					
00.2 MEP demo in ceilings	\$30,000				\$30,000					
00.3 Floor refresh	\$109,000						\$109,000			
00.4 New gyp partitions	\$39,000				\$20,000		\$19,000			
00.5 Paint exposed ceiling & walls	\$48,000						\$48,000			
00.8 Misc. finishes patching, detailing, etc.	\$25,000				\$10,000		\$15,000			
00.7 Mechanical re-fit - exposed	\$175,000				\$75,000		\$100,000			
00.9 Electrical	\$73,000				\$30,000		\$43,000			
	\$529,000				\$195,000		\$334,000			
<u>MAM 1st Floor Renovation</u>										
<u>Kahler Building</u>										
01.1 Demo	\$68,000				\$68,000					
01.2 MEP demo in ceilings	\$68,000				\$68,000					
01.3 Demo & renovation @ tie-in to original bldg	\$96,000				\$70,000		\$26,000			
01.4 Floor refresh	\$254,000						\$254,000			
01.5 New gyp ceiling	\$238,000				\$100,000		\$238,000			
01.6 New gyp museum partitions	\$194,000				\$40,000		\$154,000			
01.7 Misc. finishes patching, detailing, etc.	\$146,000				\$50,000		\$96,000			
01.8 Mechanical re-fit	\$474,000				\$120,000		\$354,000			
01.9 Electrical & New lighting track	\$271,000				\$70,000		\$201,000			
	\$1,909,000				\$586,000		\$1,323,000			
<u>Switzer</u>										
01.10 Demo	\$30,000				\$30,000					
01.11 MEP demo in ceilings	\$30,000				\$30,000					
01.12 New custom luminous ceiling	\$290,000						\$290,000			
01.13 New gyp museum partitions	\$46,000				\$20,000		\$26,000			
01.14 Misc. finishes patching, detailing, etc.	\$25,000				\$5,000		\$20,000			
01.15 Mechanical re-fit	\$175,000				\$45,000		\$130,000			
01.16 Electrical & New lighting track	\$88,000				\$40,000		\$48,000			
	\$684,000				\$170,000		\$514,000			

Exhibit A – Construction Budget

Work Description	Est Cost	2013		2014		2015		2016		2017
		County Project	MAM Project	County Project	MAM Project	County Project	MAM Project	County Project	MAM Project	County Project
<u>MAM 2nd Floor Renovation</u>										
<i>Kahle Building</i>										
12.1	Demo	\$45,000			\$45,000					
12.2	MEP demo in ceilings	\$45,000			\$45,000					
12.3	Demo & renovation @ fit-in to original bldg	\$95,000			\$60,000		\$35,000			
12.4	Floor refinish	\$175,000					\$175,000			
12.5	New gyp ceiling	\$232,000			\$80,000		\$152,000			
12.6	New gyp museum partitions	\$194,000			\$45,000		\$149,000			
12.7	Misc finishes patching, detailing, etc.	\$146,000			\$30,000		\$116,000			
12.8	Build-out of new restroom & cafe space	\$203,000			\$60,000		\$143,000			
12.9	Reroof of existing /Founders flr/ space	\$117,000			\$50,000		\$67,000			
12.10	Mechanical re-fit	\$326,000			\$130,000		\$196,000			
12.11	Electrical & New lighting track	\$186,000			\$50,000		\$136,000			
		\$1,767,000			\$597,000		\$1,170,000			
<i>Sweeten Building</i>										
12.11	General construction & flooring @ office	\$92,000			\$40,000		\$52,000			
12.12	Demo	\$5,000			\$5,000					
12.13	MEP demo in ceilings	\$5,000			\$5,000					
12.14	New custom luminous ceiling	\$134,000			\$30,000		\$104,000			
12.15	New gyp museum partitions	\$45,000			\$21,000		\$24,000			
12.16	Misc finishes patching, detailing, etc.	\$25,000			\$15,000		\$10,000			
12.17	Mechanical re-fit	\$30,000			\$18,000		\$12,000			
12.18	Mechanical new distribution @ office space	\$84,000			\$40,000		\$44,000			
12.19	Electrical & New lighting track	\$39,000			\$20,000		\$19,000			
		\$460,000			\$134,000		\$326,000			
<u>MAM La Vite Gallery Enclosure</u>										
13.1	Demo	\$48,000			\$48,000					
13.2	Structural reroof of existing	\$68,000			\$45,000		\$23,000			
13.3	New structure	\$366,000			\$110,000		\$256,000			
13.4	Finishing of steel structure	\$25,000					\$25,000			
13.5	New gallery fit-out & fit-in	\$484,000			\$120,000		\$364,000			
13.6	Reroof area pedestrian pathway	\$64,000			\$40,000		\$24,000			
13.7	Artist allowance for Memorial	\$48,000					\$48,000			
13.8	Green roof construction	\$465,000					\$465,000			
		\$1,568,000			\$363,000		\$1,205,000			

Exhibit A – Construction Budget

Work Description	Est Cost	2013		2014		2015		2016		2017
		County Project	MAM Project	County Project	MAM Project	County Project	MAM Project	County Project	MAM Project	County Project
<u>MAM Lake Atrium Addition & Plaza</u>										
Atrium Addition										
14.1	Site/Plaza area - no access	\$41,000			\$10,000		\$21,000			
14.2	Demo & excavation	\$34,000			\$34,000					
14.2	Bas Foundation Waterproofing	\$169,000			\$169,000					
14.3	Building foundations	\$146,000			\$140,000					
14.4	Building structure	\$339,000			\$210,000		\$129,000			
14.5	Glass enclosure	\$1,416,000			\$150,000		\$1,266,000			
14.6	Exterior exit stairs	\$102,000			\$60,000		\$42,000			
14.7	Roof	\$194,000			\$60,000		\$134,000			
14.8	Passenger elevator	\$165,000					\$165,000			
14.9	Prefabrication space build-out	\$774,000					\$774,000			
14.10	Custom ornamental stair	\$96,000					\$96,000			
14.11	Misc, memo, fit-in to existing	\$96,000			\$10,000		\$66,000			
		\$3,580,000			\$893,000		\$2,687,000			
Plaza, Entry, Upper Plaza Deck										
14.12	Demo & excavation	\$25,000			\$25,000					
14.13	Foundations and slab for plaza construction	\$68,000			\$68,000					
14.14	Plaza finishes + ramp & stairs	\$88,000			\$40,000		\$48,000			
14.15	Monumental revolving door	\$96,000					\$96,000			
14.16	Monumental glass/SS entry doors	\$30,000					\$30,000			
14.17	Entry canopy - 13'x13'	\$44,000					\$44,000			
14.17S	Restroom Finish Stairwells	\$103,000					\$103,000			
14.18	Misc site restoration	\$49,000			\$10,000		\$19,000			
		\$503,000			\$183,000		\$340,000			
14.19	New building roof w/ pond pump system	\$554,000			\$554,000					

Exhibit A – Construction Budget

Work Description	Est Cost	2013		2014		2015		2016		2017
		County Project	MAM Project	County Project	MAM Project	County Project	MAM Project	County Project	MAM Project	County Project
MAM Technology, Lighting, & Security										
15.1 Gallery Lighting Fixtures	\$301,000						\$381,000			
15.2 Phone System	\$15,000						\$15,000			
15.3 Communications System & Radio System	\$40,000						\$40,000			
15.4 Special security & camera - Extension of new system	\$58,000						\$28,000			
15.5 Information Systems & Computers	\$79,000						\$19,000			
15.6 WiFi throughout	\$23,000						\$23,000			
15.7 Audio Visual, including Atrium events	\$23,000						\$25,000			
15.8 Plasma Screens	\$5,000						\$5,000			
15.9 Other I.S. & Technology	\$76,000						\$10,000			
	\$813,000				\$0		\$813,000			
MAM Equipment & Other										
16.1 Storage Space Renodel for Reconfiguration	\$146,000				\$146,000					
16.2 Serving Cuckoo Equipment	\$146,000						\$146,000			
16.3 Other	\$23,000						\$23,000			
	\$317,000				\$146,000		\$171,000			
17.1 Design Fee, Insurance, & Misc	\$1,316,000		\$525,000		\$521,000		\$270,000			
17.2 MAM Contingency (For work items 10.1 through 15.3 only)	\$1,000,000				\$400,000		\$600,000			
TOTAL ESTIMATED COST	\$25,137,259	\$1,628,859	\$525,000	\$4,628,700	\$4,782,000	\$1,489,400	\$9,692,000	\$1,188,000	\$0	\$488,400

The above allocation of costs is for budgetary purposes only. Building and site conditions shall be regularly assessed and monitored by Milwaukee County to ensure the actual timing of the work addresses the necessary safety, structural, indoor air quality, and water infiltration issues.

Above budget exclude any required removal and/or replacement of damaged HVAC ductwork within Milwaukee Art Museum occupied areas. Design and/or administrative costs for Milwaukee County funded work are excluded, except where specifically listed as "supervisory engineering."

References to "County", in the above cost allocations, relates to Milwaukee County.

References to "MAM", in the above cost allocations, relates to Milwaukee Art Museum.

Total Milwaukee County Projects	\$10,177,259
Total Milwaukee Art Museum Project	\$15,000,000
2013 Milwaukee County Projects - Scheduled Work	\$1,628,859
2014 Milwaukee County Projects - Scheduled Work	\$4,628,700
2015 Milwaukee County Projects - Scheduled Work	\$2,489,400
	\$8,746,959
Less budgeted supervisory engineering (Years 2013-2015)	(\$290,000)
Estimated Construction Cost (Years 2013-2015)	\$8,456,959
Estimated Milwaukee County Design & Administrative Costs	\$1,500,000
Total Milwaukee County Budget for 2013-2015	\$9,956,959
Current Milwaukee County costs allocated for WMC Improvements	\$10,000,000
** Projected Balance Year-End 2015	\$243,041

** At the end of Year 2015, Milwaukee County shall perform a facility assessment and provide supplemental funding, as necessary, to ensure there is available funding to properly address outstanding safety, structural, indoor air quality, code compliance, water infiltration, and other critical facility issues that need to be addressed after Year-End 2015.

EXHIBIT B

Critical Path Schedule

[Attached]

Exhibit B – Critical Path Schedule

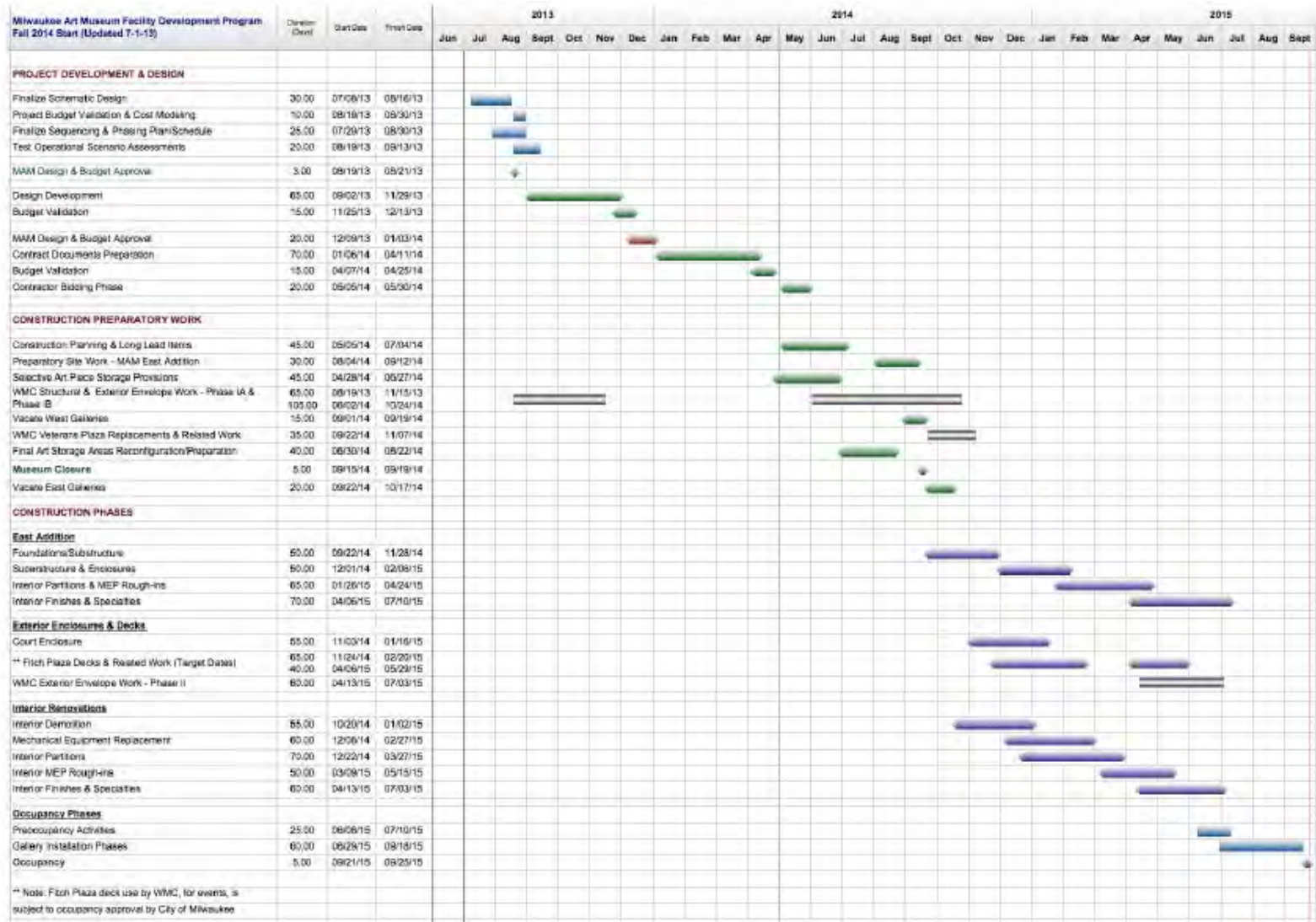


EXHIBIT C

East Atrium Schematic Drawings

[Attached]

Exhibit C – East Atrium Schematic Drawings



Exhibit C – East Atrium Schematic Drawings



Exhibit C – East Atrium Schematic Drawings



Exhibit C – East Atrium Schematic Drawings



Exhibit C – East Atrium Schematic Drawings



Exhibit C – East Atrium Schematic Drawings



Exhibit C – East Atrium Schematic Drawings



Exhibit C – East Atrium Schematic Drawings

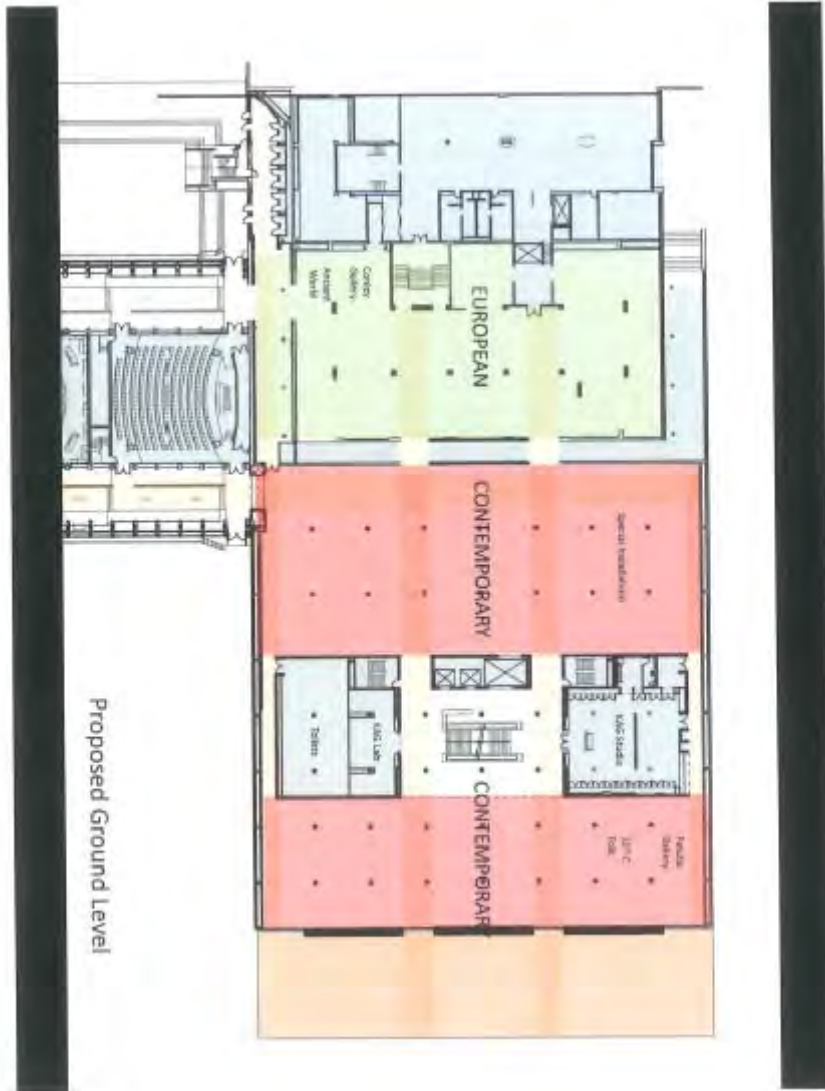
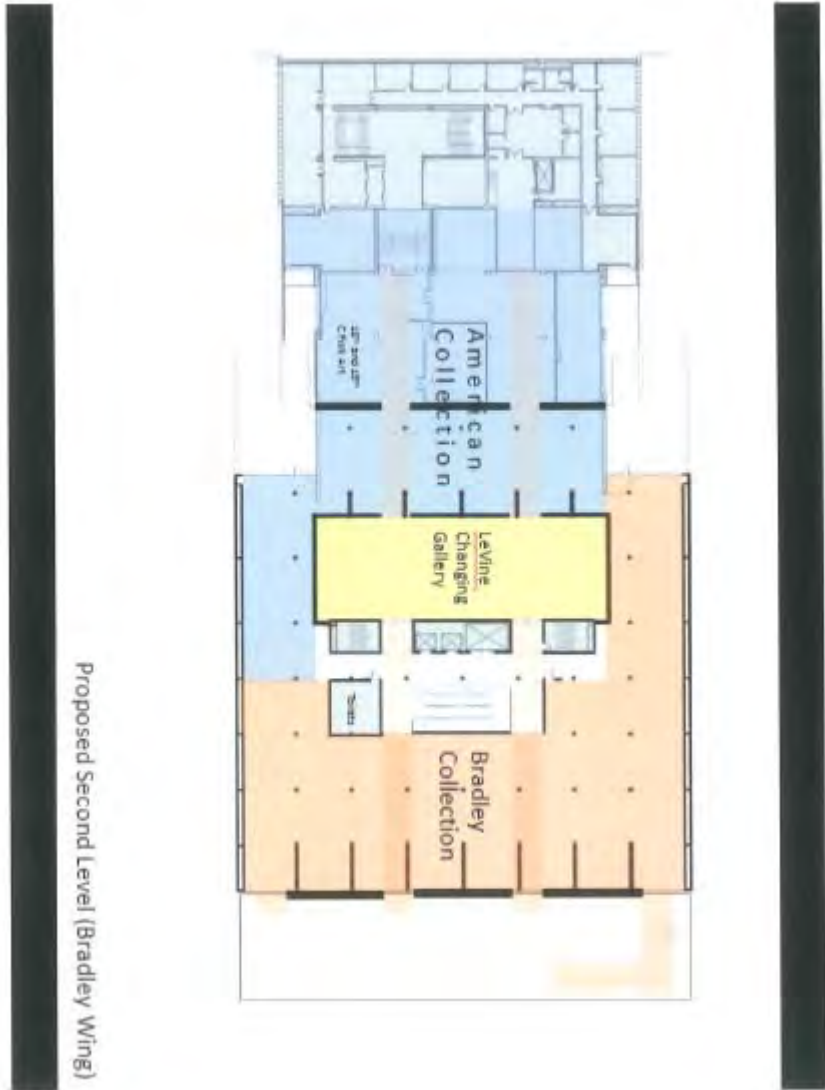


Exhibit C – East Atrium Schematic Drawings



Proposed Second Level (Bradley Wing)

Exhibit C – East Atrium Schematic Drawings

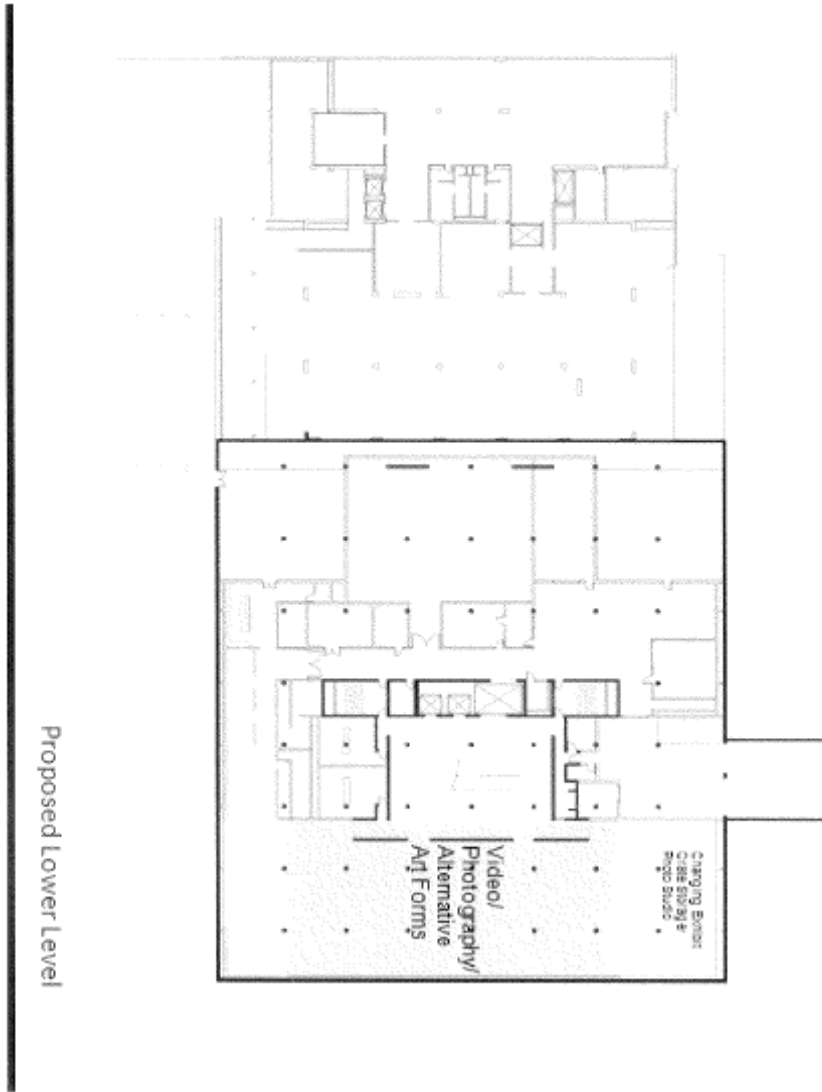


EXHIBIT D

Hybrid Engineering and Space Allocation Model

[Attached]

Exhibit D – Hybrid Engineering and Space Allocation Model

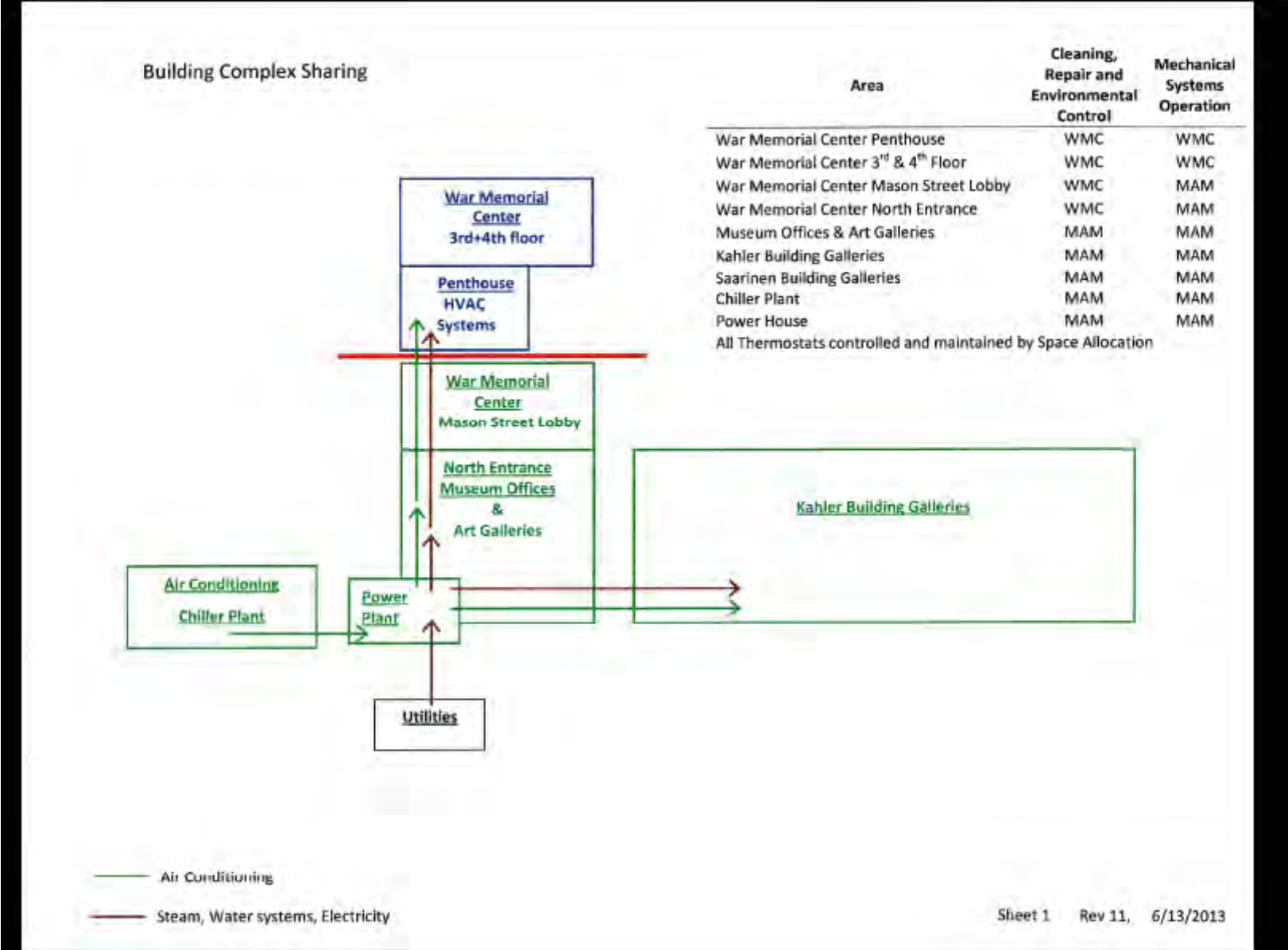


Exhibit D – Hybrid Engineering and Space Allocation Model

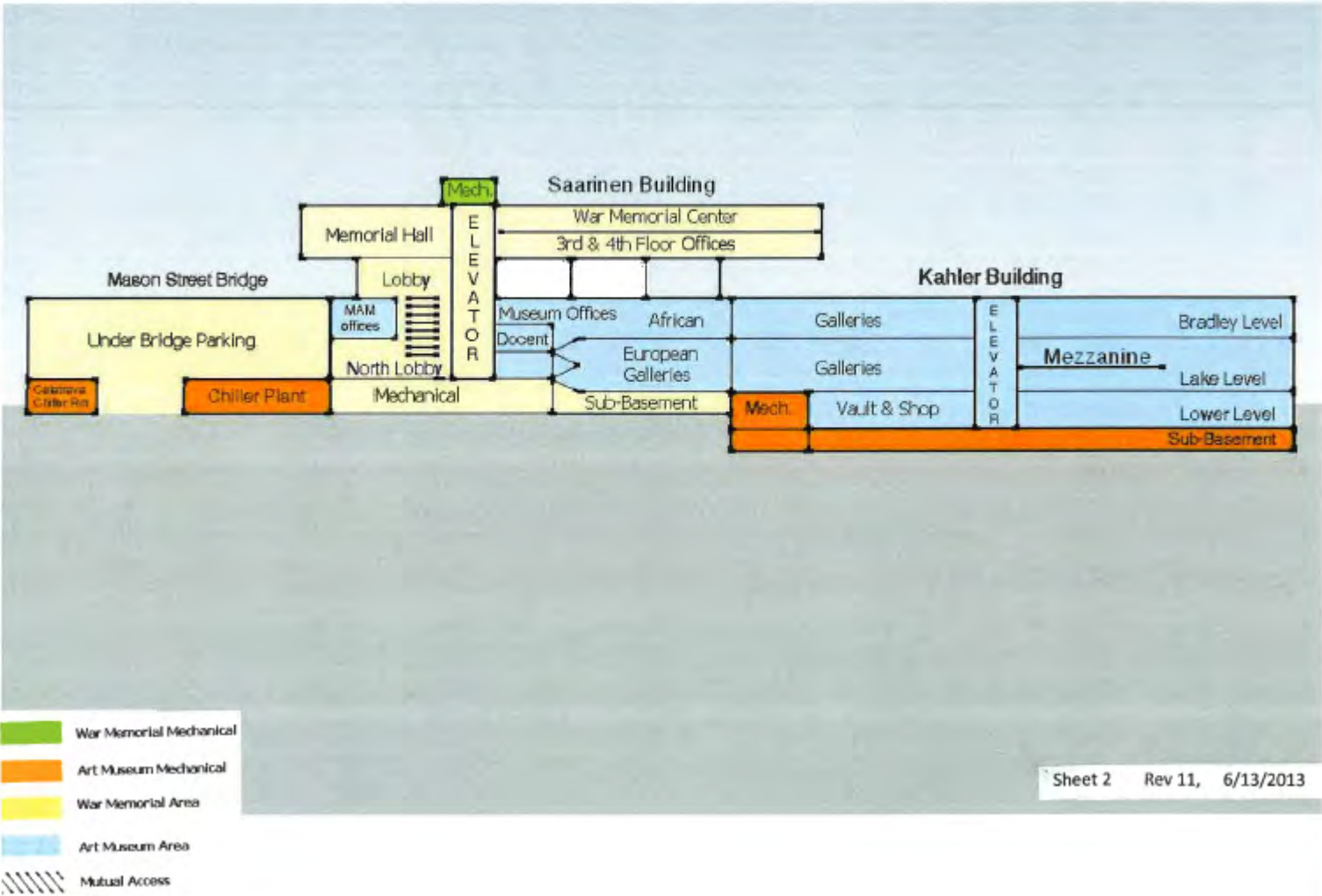


Exhibit D – Hybrid Engineering and Space Allocation Model

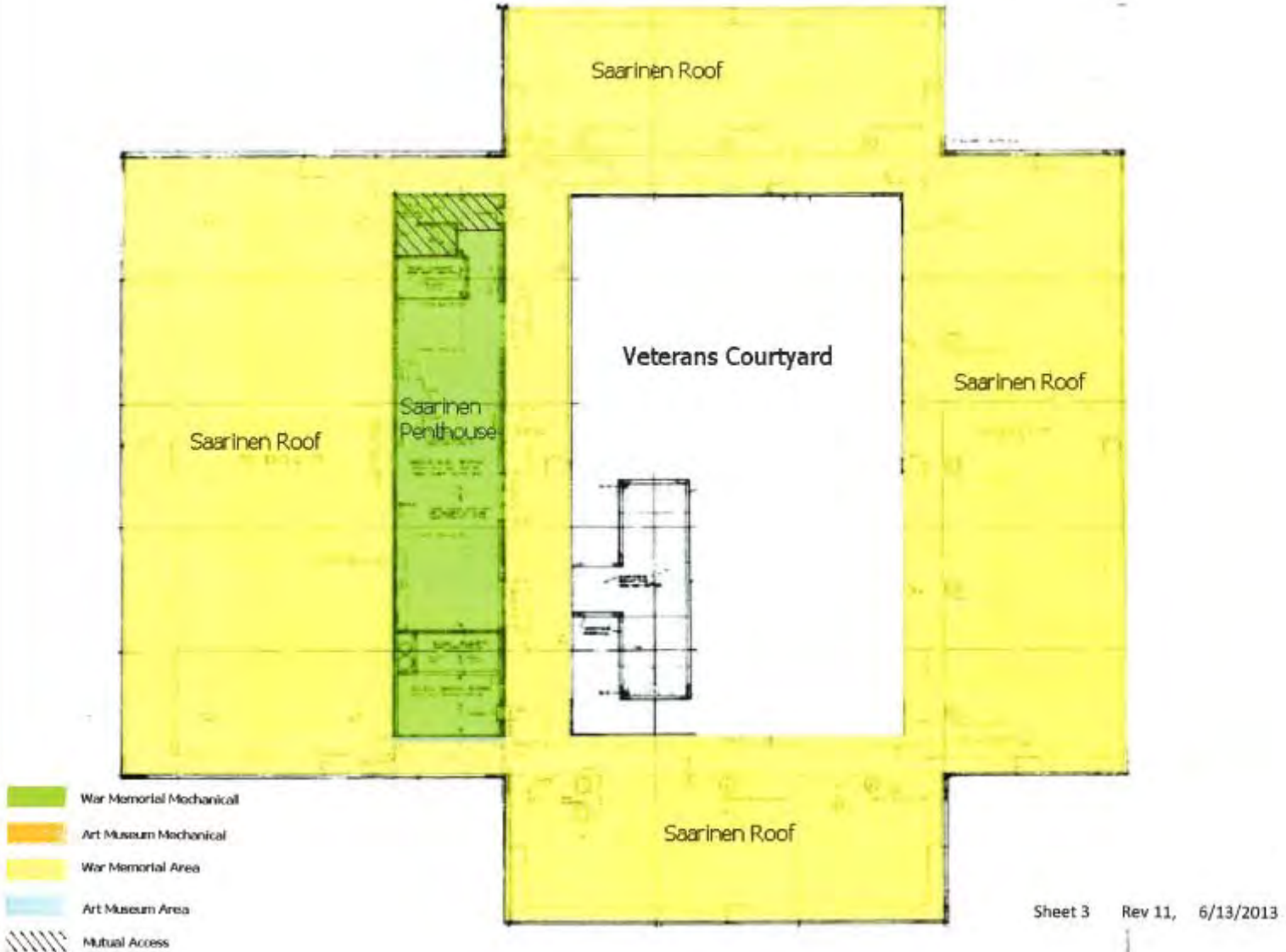


Exhibit D – Hybrid Engineering and Space Allocation Model



- War Memorial Mechanical
- Art Museum Mechanical
- War Memorial Area
- Art Museum Area
- Mutual Access

Saarinen 4th Floor

Sheet 4 Rev 11, 6/13/2013

Exhibit D – Hybrid Engineering and Space Allocation Model



Exhibit D – Hybrid Engineering and Space Allocation Model

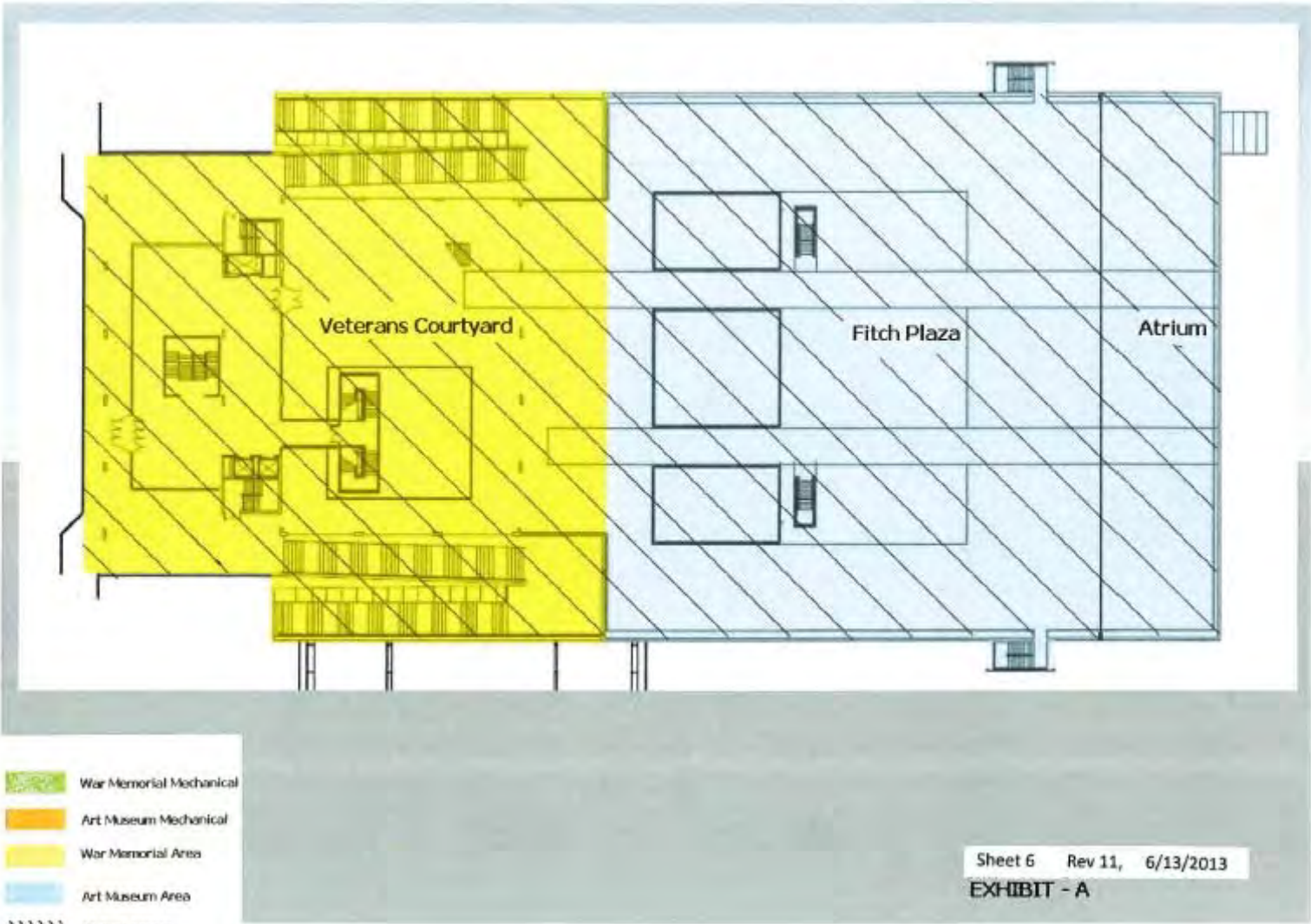


Exhibit D – Hybrid Engineering and Space Allocation Model

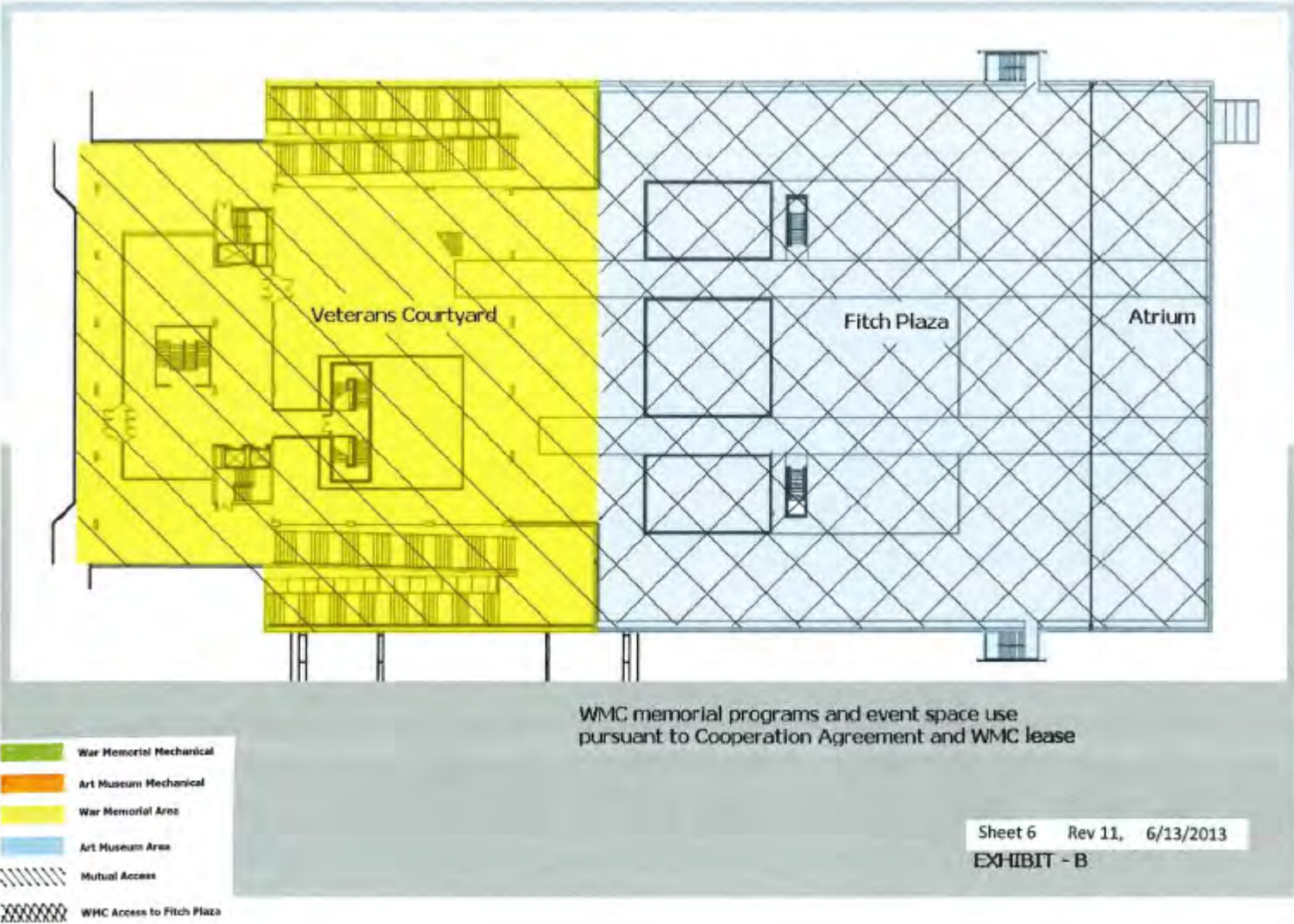


Exhibit D – Hybrid Engineering and Space Allocation Model

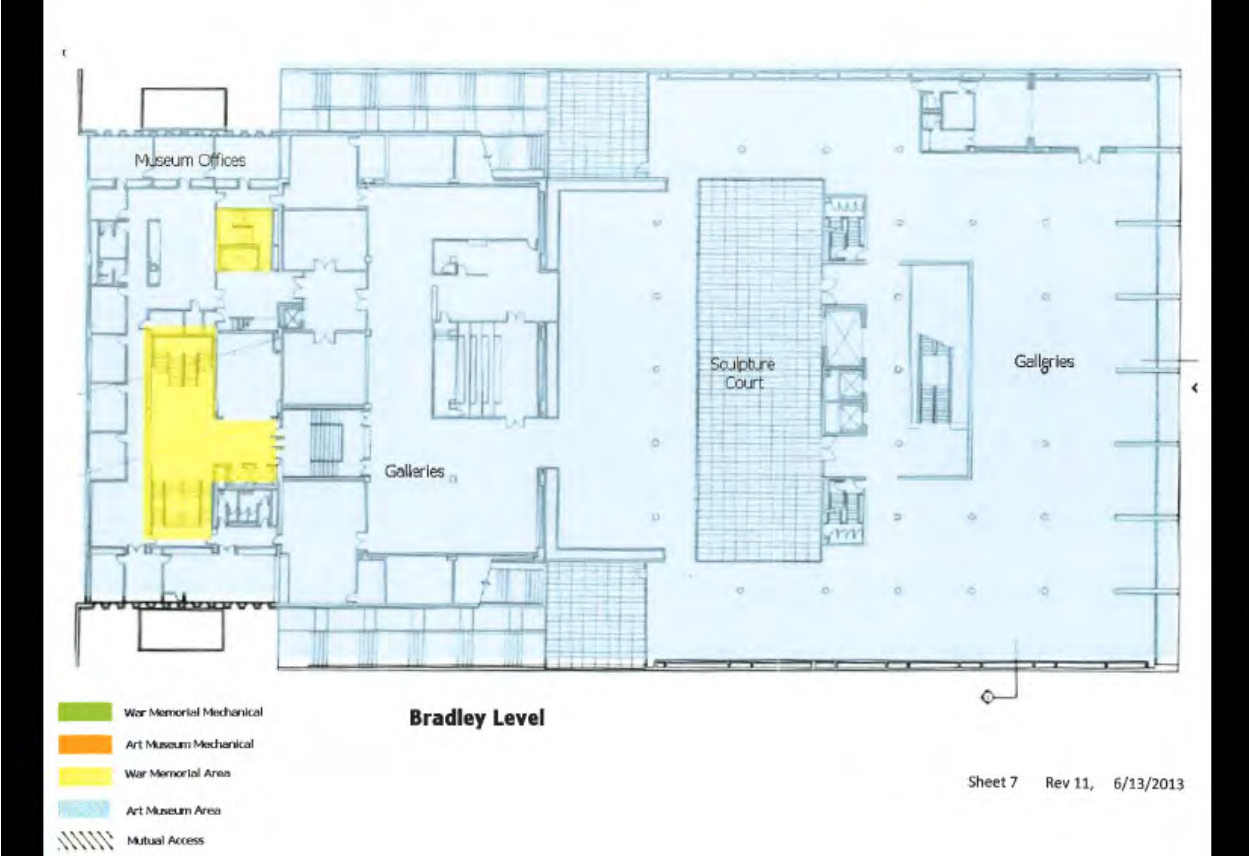


Exhibit D – Hybrid Engineering and Space Allocation Model

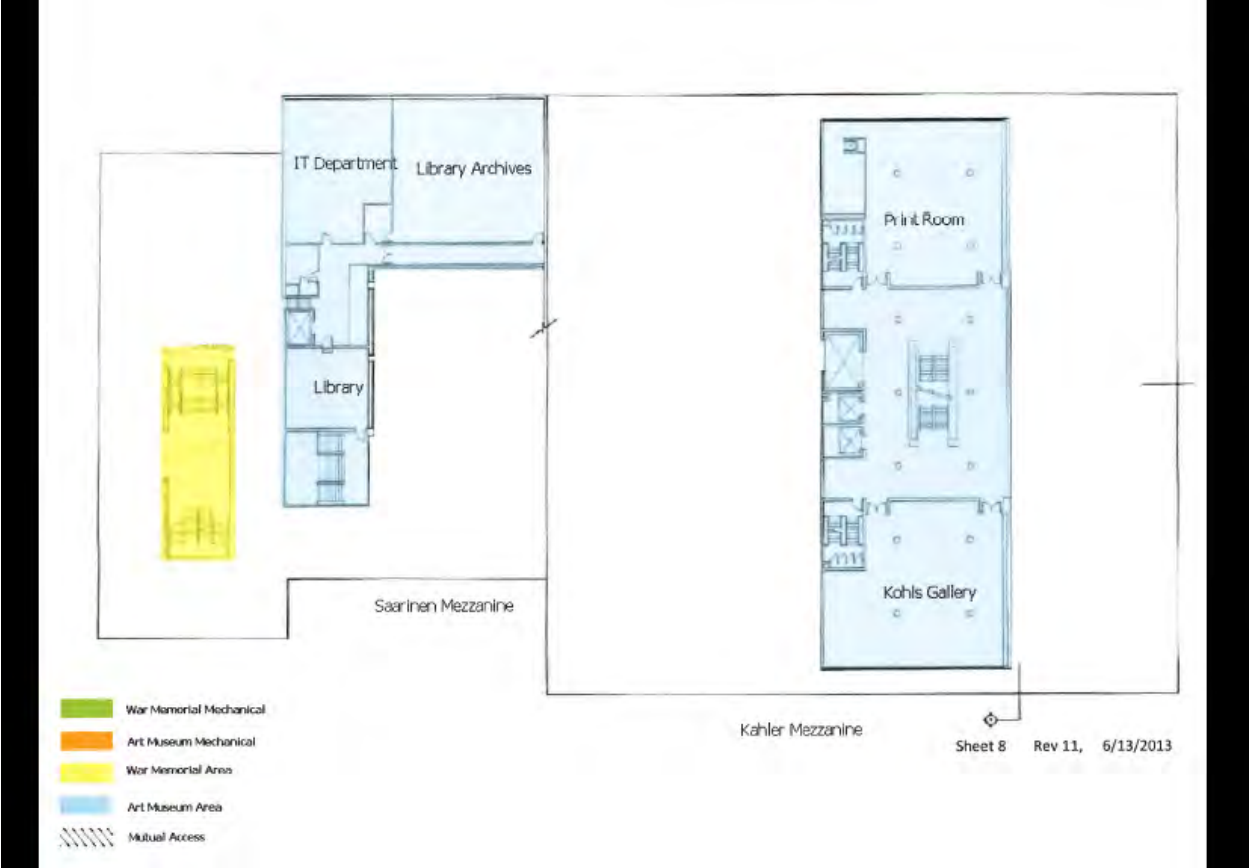
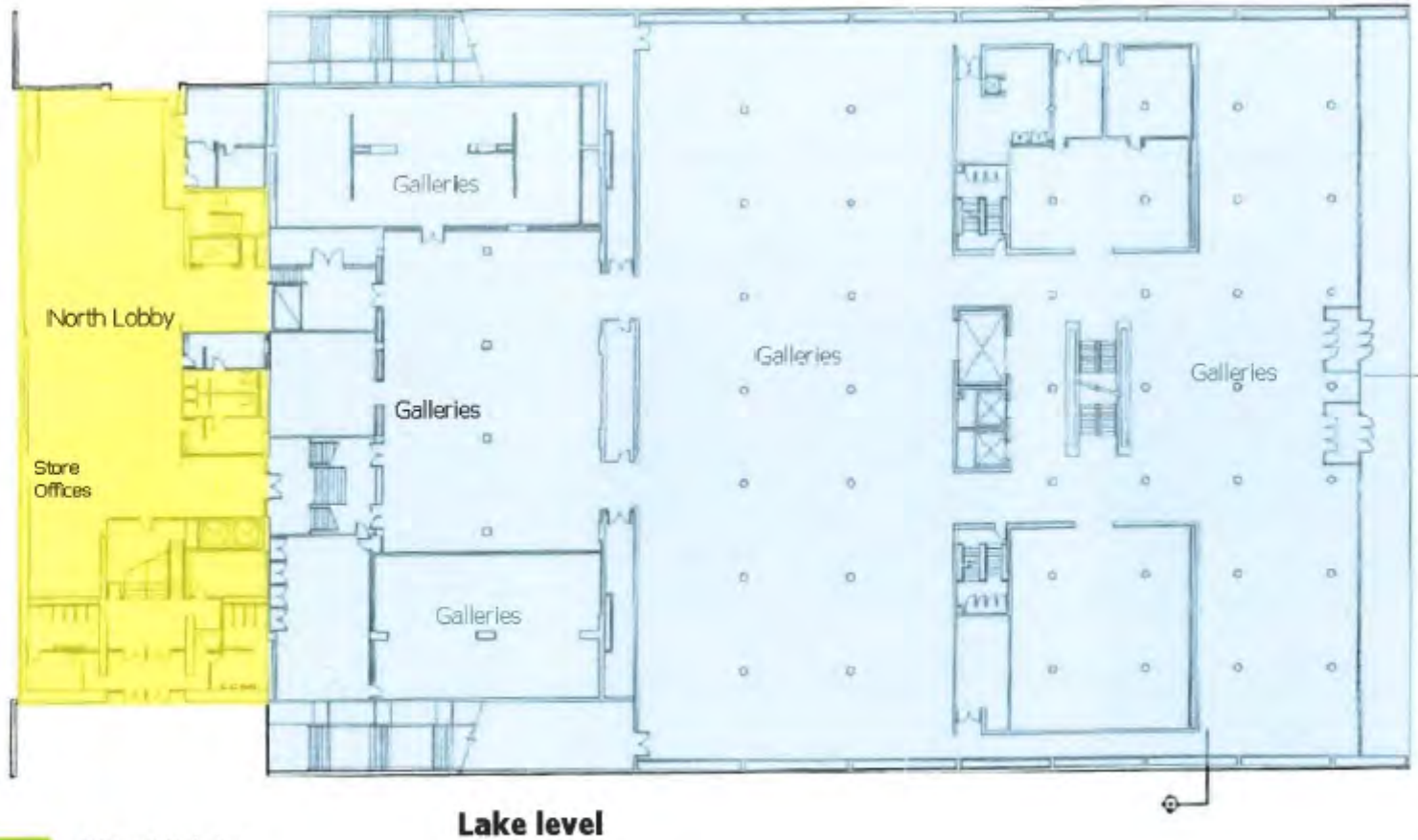


Exhibit D – Hybrid Engineering and Space Allocation Model

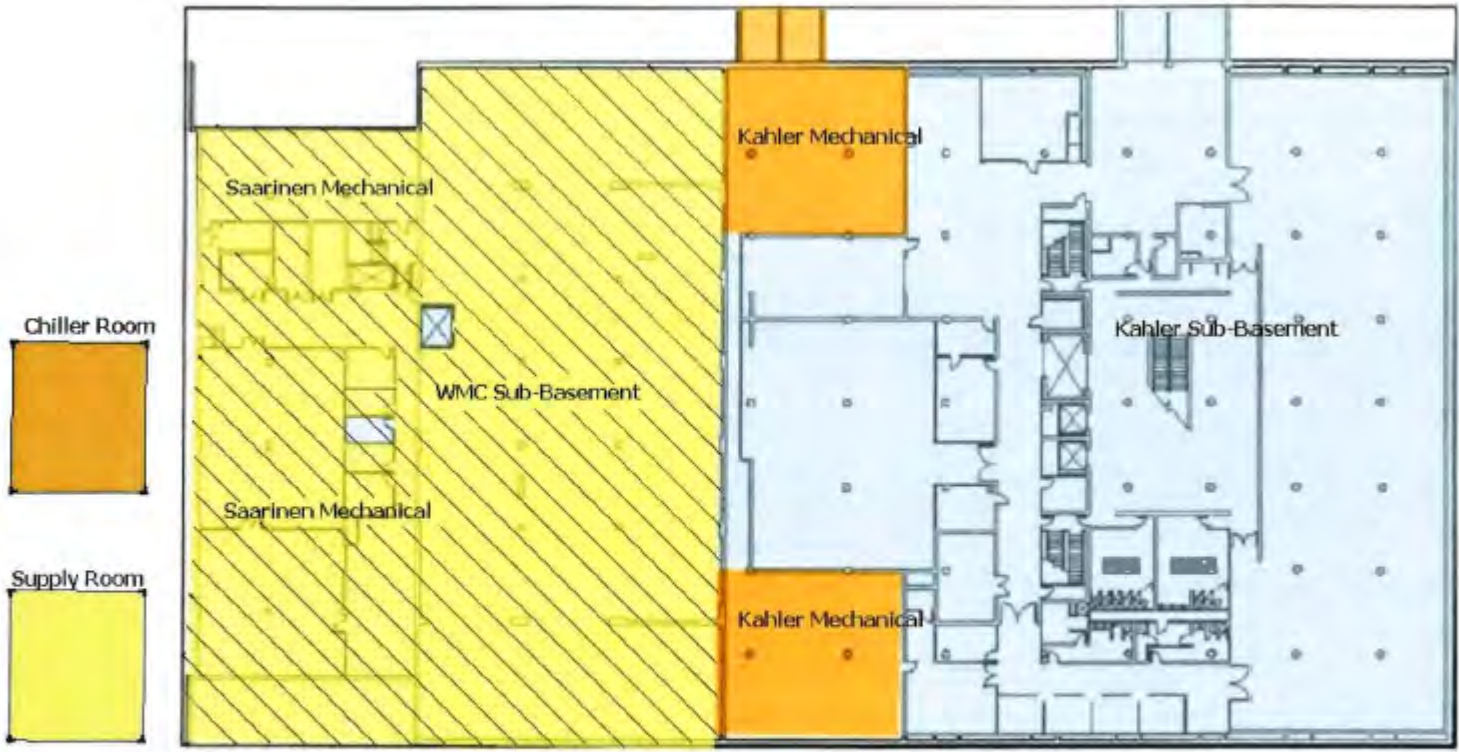


-  War Memorial Mechanical
-  Art Museum Mechanical
-  War Memorial Area
-  Art Museum Area
-  Mutual Access

Lake level

Sheet 9 Rev 11, 6/13/2013

Exhibit D – Hybrid Engineering and Space Allocation Model

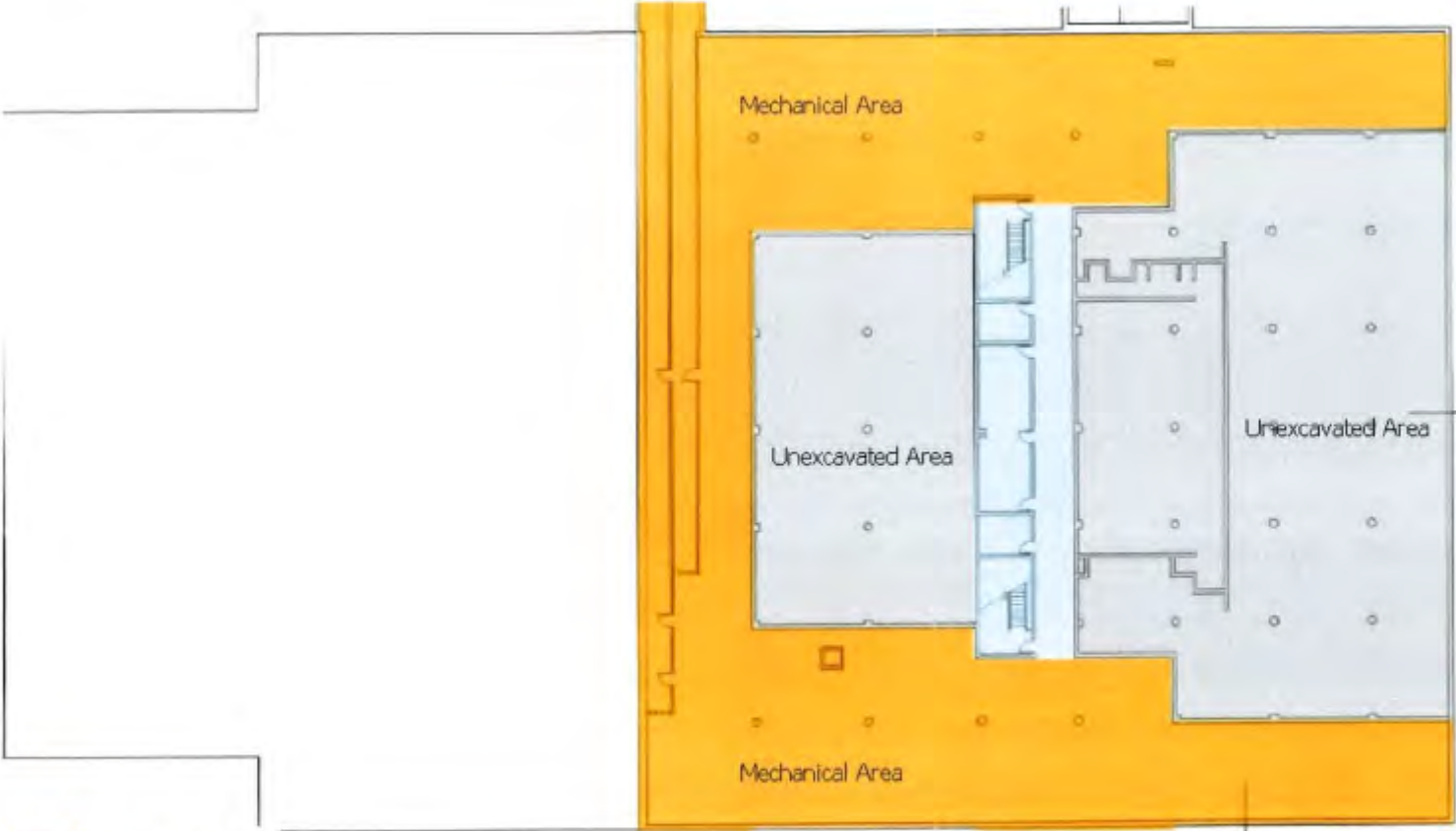


- War Memorial Mechanical
- Art Museum Mechanical
- War Memorial Area
- Art Museum Area
- Mutual Access

Lower Level

Sheet 10 Rev 11, 6/13/2013

Exhibit D – Hybrid Engineering and Space Allocation Model



- War Memorial Mechanical
- Art Museum Mechanical
- War Memorial Area
- Art Museum Area
- Mutual Access

Kahler Sub-Basement

Sheet 11 Rev 11, 6/13/2013

Exhibit D – Hybrid Engineering and Space Allocation Model

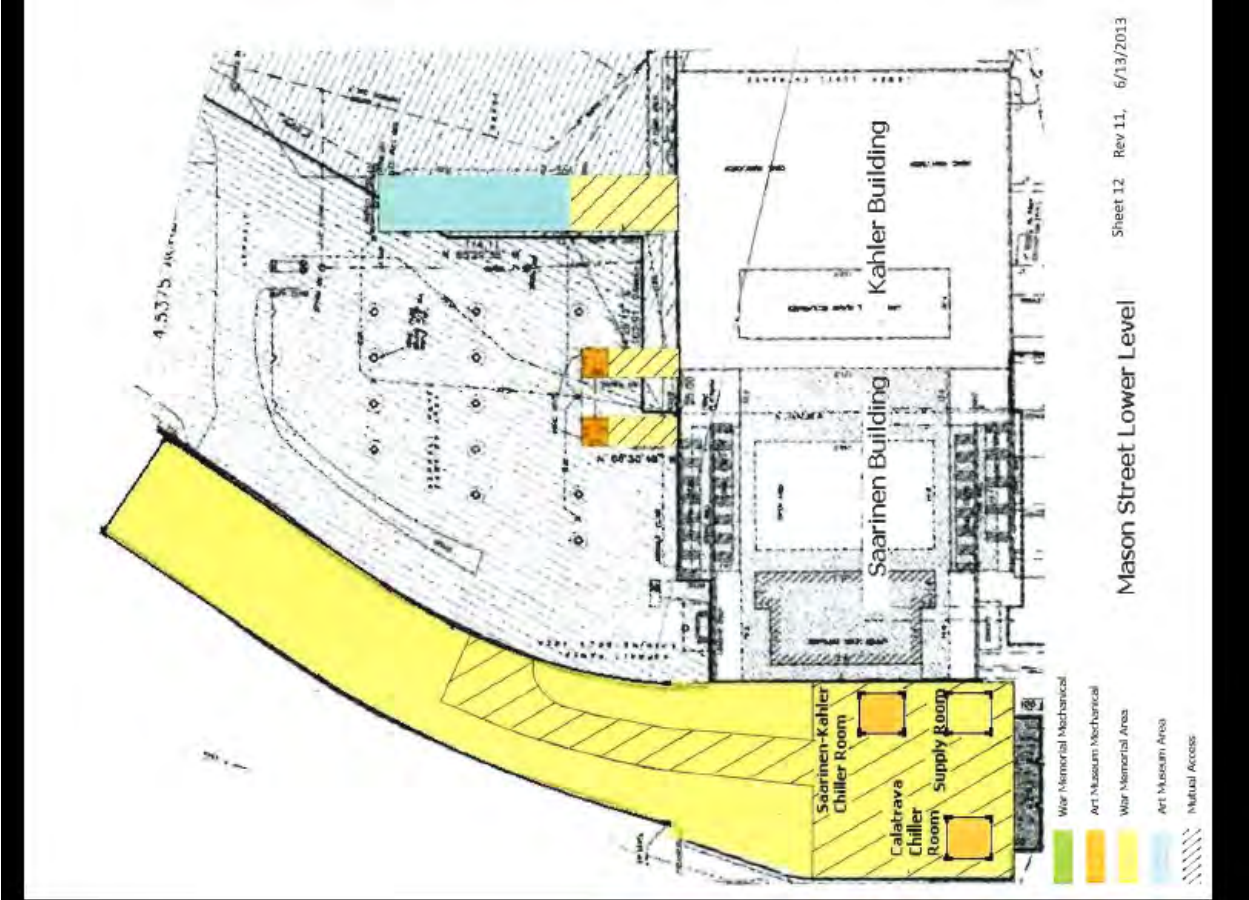


Exhibit D – Hybrid Engineering and Space Allocation Model

