



Healthy Retail Access Program Application City of Madison



| APPLICANT INFORMATION | |
|--|--|
| Primary Contact Name: | Mariam Maldonado |
| Total Project Amount: | \$1,288,000 (for Allied Expansion and S Park Acquisition) |
| Healthy Retail Funds requested: | \$210,000 (represents 16.3% of total project costs) <div style="margin-left: 20px;"> - \$125,000 for use in late 2023 - \$85,000 for use in early 2024 </div> |
| Agency/Organization/Group Name (Legal Entity Name) and Address: Luna's Groceries LLC | |
| Telephone #: 608-698-6107 | Email: mmaldonado@lunasgroceries.com |
| Applying as a: | |
| <input checked="" type="checkbox"/> Retailer: Luna's Groceries <input type="checkbox"/> Non-Retail Organization | |
| Are you a SNAP-approved retailer through the US Department of Agriculture (USDA)? | |
| <input checked="" type="checkbox"/> Yes USDA FNS #: _____ <input type="checkbox"/> No – if no, do you plan on becoming a SNAP-approved retailer? | |
| PROJECT INFORMATION | |
| You may attach additional information at the end of this application. Photographs, price estimates, testimonials, and other secondary sources are highly recommended. | |
| 1. Please describe, in detail, the proposed project (500 word maximum): Enhancing Luna's groceries to better serve the Allied/Dunn community by installing new refrigeration systems, constructing or purchasing bigger storage facilities, and buying a refrigerated truck. PLEASE SEE LETTER OF INTENT FOR MORE DETAILS | |
| 2. What are the top three objectives of this project? Please refer to the HRAP program goals below: (500 words maximum) <ul style="list-style-type: none"> ● Increasing healthy food access to low-income individuals and families ● Supporting food enterprise development and entrepreneurship ● Increasing healthy food choice and improving health outcomes ● Increasing culturally appropriate foods in identified Areas of Focus | |
| <i>Examples:</i> 1. Become a certified SNAP-approved retailer within 6 months of receiving funding 2. Increase fresh food inventory by 25% within the first year | |
| 1- Upgrade refrigeration system to increase inventory volume 2- Strategize/create a transportation/delivery method to transport goods from larger suppliers and distributors to combat the rise in prices brought on by inflation 3- Purchase of storage facilities to serve further underserved areas | |
| 3. LETTERS OF INTENT AND SUPPORT ARE STRONGLY RECOMMENDED – PLEASE ATTACH <ul style="list-style-type: none"> ● Letters of Intent provide commitment from a partner showcasing their intent to provide services towards project goals ● Letters of Support conveys enthusiasm for the project from community stakeholders. | |

4. Do you want to be connected to the City of Madison Office of Business Resources to learn more about business development?

Yes -

No

If so, please indicate your areas of interest below and staff will follow-up with you:
Store Planning

Please provide a general timeline in the table below:

| Activity Description | Estimated Start and Completion Dates |
|--|--------------------------------------|
| Purchasing a truck | Q4 2023 – Q2 2024 |
| Purchasing a refrigerators and coolers | Q4 2023 – Q2 2024 |
| Purchasing a building for storage | Q4 2023 – Q2 2024 |
| Commercial Kitchen buildout | Q4 2023 – Q2 2024 |
| | |
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BUDGET SUMMARY

Please include a project budget that includes:

- Construction costs
- Materials costs
- Labor costs
- Descriptions for how City dollars would be utilized
- Itemized list of any in-kind donations from other funders, lenders, or supporters that are contributing to the project.
- Attach: Price estimates for all City funding requests

| Item | Description | Total Cost | Amount of City Dollars Requested | Amount of Other Revenues/In-kind Support |
|---|---|--------------------|----------------------------------|--|
| <i>Example: Cooler</i> | <i>Walk-in 6x10</i> | <i>\$5,000</i> | <i>\$5,000</i> | <i>\$0</i> |
| <i>Example: Labor for Cooler Install</i> | <i>6 hours</i> | <i>\$750</i> | <i>\$0</i> | <i>\$750</i> |
| Purchasing a truck | Refrigerated truck for product delivery and acquisition | \$75,000 | \$70,000 | \$5,000 |
| Purchasing coolers and refrigerators | to evaluate and make decisions based on space | \$273,000 | \$60,000 | \$213,000 |
| Renovating existing building and expanding for additional cold storage | to grow stock, add delivery, and online shopping, and focus on neighborhood needs | \$400,000 | \$80,000 | \$320,000 |
| Building Website | Lunasgroceries.com | \$15,000 | \$0 | \$15,000 |
| TOTAL COSTS | | \$763,000 | \$210,000 | \$553,000 |
| Request below is for buildout costs related to the South Madison store | | | | |
| Acquisition and Renovation | Commercial Kitchen and Store Buildout + Acquisition | \$525,000* | \$0 | \$525,000 |
| TOTAL COSTS** | | \$1,288,000 | \$210,000 | \$1,078,000 |

**** It should be noted that Mrs. Maldonado is working with Strang Architecture, Engineering, and Interior Design on the buildouts at both stores. Exact costs should be more solidified after those design processes. The costs as stated are best estimates working with the design and store planning team.****

SUPPLEMENTARY MATERIALS (Optional)

Please include any additional materials that may clarify, strengthen, or support your application. **Photographs, price estimates, testimonials, and other secondary sources are highly recommended. Additional materials can also be attached as appendices via Word Doc, PDF, Excel spreadsheet, etc**

LETTER OF INTENT – LUNA’S GROCERIES HRAP 2023

[Mariam Maldonado](#)

2010 Red Arrow Trail

Madison, WI 53711

Madison Food Policy Council

Subject – Funding Support for Luna's Groceries Expansion

(2023: \$125,000; 2024: \$85,000)

Dear Madison Food Policy Council members,

I am writing to express our interest in securing funding for the expansion of the existing Luna's Groceries on Red Arrow Trail. Established in 2019 with seed funding from this committee, Luna's is a neighborhood grocery store that has demonstrated an unwavering commitment to integrating food, education, and community within the Allied/Dunn's Marsh Neighborhood and the greater Madison area. We anticipate a second location in South Madison in mid-2024 and seek your funding support to expand the current store, which will help with intra-city food distribution between the store locations.

Mayor Satya Rhodes-Conway has [expressed her past support for Luna's Groceries](#) and recognizes the invaluable contribution it has made to our community. That endorsement underscores the positive impact Luna's has had on the residents of our neighborhood.

From the [September 2021 mayoral news release](#) –

The City thanks Mariam Maldonado and the Luna's Groceries Team, and is committed to assisting them in future endeavors as they continue to build and expand their presence throughout the Madison community as part of their mission to eliminate food disparities in the City.

"I'm confident that Luna's will continue to serve our community well for many years to come", [said Mayor Satya Rhodes-Conway.]

Luna's Groceries has consistently served as more than just a grocery store. It has become a vital hub that integrates various aspects of community life. Luna's mission—to integrate food, education, and community—resonates deeply with our neighborhood's needs. This expansion is crucial to furthering its impact beyond Allied/Dunn's Marsh, and serving the residents of South Madison.

The need for Luna's Groceries to expand is evident. The store has been a reliable source of fresh, locally-sourced produce, essential food items, and household goods, catering to the needs of our diverse community. However, the current space limitations, especially around inventory storage pose challenges in meeting the growing demand for quality food options and expanding the store's educational initiatives, especially with the planned expansion in South Madison. By funding the expansion of the current store, the infrastructure build-out will effectively serve the cold and dry storage needs of both locations.

One of the key contributions of Luna's Groceries is its focus on education. The store has been instrumental in promoting food literacy by hosting workshops on nutrition and cooking. These educational initiatives empower individuals and families to make informed choices about their well-being and foster healthier lifestyles. By supporting Luna's Groceries' expansion, we can

amplify these efforts and reach an even wider audience, positively impacting the overall health and well-being of our community.

Another significant contribution of Luna's Groceries is its role in community integration. The store has served as a vital meeting place, fostering a sense of belonging and social cohesion among residents. It has facilitated collaborations with local organizations, hosted cultural events, and supported local artisans, creating a vibrant and inclusive community space. Expanding Luna's Groceries will provide an opportunity to further enhance these community-building initiatives, strengthening the social fabric of our neighborhood.

To realize this vision, we kindly request the Food Policy Council's support in providing a grant of \$210,000 -- \$140,000 in 2023 and the remainder of \$85,000 in 2024. This funding will enable Luna's Groceries to fulfill its expansion plans and continue its impactful work. The reason for this bifurcation in funding can be seen in the other HRAP application being considered by the Madison Food Policy Council tonight for Gooh Groceries, which I have offered a letter of support for. As an advocate for good food access in communities that have historically been under-served, I believe funding for both the Luna's and Gooh projects will help alleviate food access issues on the Southwest and South side (Luna's) as well as the East side (Gooh)

By investing in Luna's Groceries, the Food Policy Council will not only support the growth of a remarkable community-driven initiative but also contribute to the overall vibrancy of South Madison. Luna's Groceries has proven itself as a beacon of community, nourishment, and empowerment. With your support, it will continue to flourish and positively impact the lives of our community members.

Thank you for your time and consideration. I am available to provide any further information or answer any questions you may have. We look forward to the possibilities this funding will create.

Sincerely,

Mariam Maldonado

Mariam Maldonado
Owner, Luna's Groceries



811 East Washington Avenue, Suite 200
Madison, WI 53703

W238N1610 Busse Road, Suite 102
Waukesha, WI 53188

AGREEMENT FOR PROFESSIONAL SERVICES – RENOVATION

| | | | |
|-------------------|---|-----------------|---|
| TO: | Luna’s Groceries 2010 Red Arrow Trail Madison, WI 53711 | PROJECT NAME: | Luna’s Groceries Red Arrow Renovation |
| TELEPHONE NUMBER: | 608-285-5422 | PROJECT NUMBER: | 2023115 |
| EMAIL: | mmaldonado@lunasgroceries.com | DATE: | 09/14/2023 |

We acknowledge the following scope of services was authorized by to provide services for the following project: **Luna’s Groceries – Red Arrow Trail Renovation**
Scope of services include reconfiguration and expansion of the Red Arrow Trail store. Deliverable will include final design and documentation.

The Client agrees to furnish applicable information that may include, but is not limited to, existing drawings, budget, survey, and other information of existing facilities. The services will be done in accordance with the Standard Billing Rate Schedule of Strang, Inc. A copy of the rate schedule will be provided upon request.

Our fee is **lump sum** of nine thousand two hundred twenty-five dollars. **\$9,225.00.**

Reimbursable expenses include printing, mail and delivery, fees paid for jurisdictional approvals and any other out-of-pocket costs approved in advance by the Client. Reimbursables will be billed at 1.10 times the cost. Additional services will be approved in advance by the Client for all services extending beyond the scope above.

Strang, Inc., the Consultant, will commence service on this project upon receipt of the signed agreement. We anticipate completion of the service within two weeks of authorization to proceed. **Terms and Conditions on pages two through four of this form are applicable upon acceptance of this agreement.**

Accepted:

Strang, Inc.

Client:

Signature _____

Printed name: Larry Barton

Title: President

Signature _____

Printed name:

Title:

ARCHITECTURE
ENGINEERING
INTERIOR DESIGN

Terms and Conditions

1. **PERFORMANCE OF SERVICES:** The Consultant shall perform the services outlined on Page One of this Agreement in consideration of the stated fee and payment terms.
2. **STANDARD OF CARE:** In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. Upon notice to the Consultant and by mutual agreement between the Client and the Consultant, the Consultant will, without additional compensation, correct those services not meeting such a standard.
3. **ACCESS TO SITE:** Unless otherwise stated, the Consultant shall have access to the site for activities necessary for the performance of the services.
4. **CODE COMPLIANCE:** The Consultant shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes and regulations in effect as of the date of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the Consultant to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.

In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over the Work, the Consultant shall notify the Client of the nature and impact of such conflict. The Client agrees to cooperate and work with the Consultant in an effort to resolve this conflict.

5. **OPINIONS OF PROBABLE CONSTRUCTION COST:** In providing opinions of probable construction cost, the Client understands that the Consultant has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Consultant's opinions of probable construction cost are made on the basis of the Consultant's professional judgment and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Consultant's opinion of probable construction cost.
6. **REPRODUCTION COSTS:** Reproduction costs incurred by the Consultant shall be a reimbursable expense to the Consultant.
7. **DISTRIBUTION COSTS:** Distribution costs incurred by the Consultant shall be a reimbursable expense to the Consultant.
8. **INFORMATION PROVIDED BY OTHERS:** The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Consultant shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.
9. **UNDERGROUND IMPROVEMENTS:** The Client will furnish to the Consultant information identifying the type and location of existing underground improvements on the site. The Consultant is entitled to rely upon the accuracy and completeness of the information furnished to the Consultant. The Consultant (or its subconsultant) will prepare and furnish to the Client a plan showing the location of these underground improvements as provided by the Client and indicating the locations intended for subsurface penetrations. The Client will review and approve this plan and authorize the Consultant to proceed.

The Client further agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, the Consultant) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from subsurface penetrations in locations authorized by the Client or from the inaccuracy or incompleteness of information provided to the Consultant by the Client, except for damages caused by the sole negligence or willful misconduct of the Consultant.

10. **OWNERSHIP OF DOCUMENTS:** All documents produced by the Consultant under this Agreement are instruments of the Consultant's professional service and shall remain the property of the Consultant and may not be used or copied by the Client for any other purpose without the prior written consent of the Consultant.
11. **INFORMATION FOR THE SOLE USE AND BENEFIT OF THE CLIENT:** All opinions and conclusions of the Consultant, whether written or oral, and any plans, specifications or other documents and services provided by the Consultant are for the sole use and benefit of the Client and are not to be provided to any other person or entity without the prior written consent of

the Consultant. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the Consultant or the Client.

12. **CONSEQUENTIAL DAMAGES:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Work or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Work.
13. **INDEMNIFICATION:** The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Consultant, his or her officers, directors, employees, agents and sub-consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs incurred or suffered by the Consultant, arising out of or in any way connected with the performance of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Consultant and limited to the total fees paid to the Consultant under this Agreement.
14. **WAIVER:** The Client agrees, to the maximum extent permitted by law, to waive any claims against the Consultant arising out of the performance of these services, except for those damages and costs attributable to the sole negligence or willful misconduct of the Consultant.
15. **LIMITATION OF LIABILITY:** In recognition of the relative risks, rewards and benefits of the Work to both the Client and the Consultant, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Consultant's total liability to the Client for any and all such causes including, but not limited to, the Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty is limited to the total fees paid to the Consultant under this Agreement.
16. **DISPUTE RESOLUTION:** Any claims or disputes between the Client and the Consultant arising out of the services to be provided by the Consultant or out of this Agreement shall be submitted to non-binding mediation. The Client and the Consultant agree to use their best efforts to include a similar mediation agreement with all contractors, sub-consultants, sub-contractors, suppliers and fabricators, providing for mediation as the primary method for dispute resolution among all parties. Any dispute under this Agreement shall be decided by the rules of the American Arbitration Association.
17. **TERMINATION OF SERVICES:** This Agreement may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, the Client shall pay the Consultant for all services rendered to the date of termination, and all reimbursable expenses incurred prior to termination and reasonable termination expenses incurred as the result of termination.
18. **CORPORATE PROTECTION:** It is intended by the parties to this Agreement that the Consultant's services in connection with the Work shall not subject the Consultant's individual employees, officers or directors to any personal legal exposure for the risks associated with this Work. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Consultant, a Wisconsin corporation, and not against any of the Consultant's individual employees, officers or directors.
19. **CERTIFICATIONS, GUARANTEES, AND WARRANTIES:** The Consultant shall not be required to execute any document that would result in the Consultant certifying, guaranteeing or warranting the existence of any conditions.
20. **MISCELLANEOUS:** It is agreed that the above terms and conditions are incorporated into and made part of this Agreement on Page One.

This Agreement shall be governed by the laws of the State of Wisconsin.

Neither the Consultant nor the Client shall assign this Agreement without the consent of the other party.

This Agreement may be amended only by a written instrument signed by both parties.

21. **SALES OR LOCAL TAXES:** The Agreement amount does not include any applicable sales or other local taxes currently not in force, but may be levied during this project.

22. **PAYMENTS TO THE CONSULTANT:** The Client agrees to pay the Consultant for all services performed and all costs incurred. Invoices for the Consultant's services shall be submitted, at the Consultant's discretion, either upon completion of such services or on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within thirty (30) days, the Consultant may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, suspend or terminate the performance of services. Accounts unpaid sixty (60) days after the invoice date may be subject to a monthly service charge of one-half of one percent (0.5%) on the unpaid balance.

Payments to the Consultant shall not be withheld, postponed or made contingent on the construction, completion or success of the project or upon receipt by the Client of offsetting reimbursement or credit from other parties who may have caused Additional Services or expenses. No withholdings, deductions or offsets shall be made from the Consultant's compensation for any reason unless the Consultant has been found to be legally liable for such amounts.

23. **DEFINITIONS:** As used herein, the following words and their derivative words or phrases shall have the meaning indicated, unless otherwise specified in this Agreement.

Certify, Certification: A statement of the Consultant's opinion, based on his or her observation of conditions, to the best of the Consultant's professional knowledge, information and belief. Such statement of opinion does not constitute a warranty or guarantee, either express or implied. It is understood that the Consultant's certification shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

Cost Estimate: A preliminary opinion of probable construction cost made by the Consultant. In providing cost estimates, it is recognized that neither the Client nor the Consultant has control over the costs of labor, equipment or materials, or over the Contractor's methods of determining prices or bidding. The cost estimate is based on the Consultant's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the Contractor's bids or the negotiated price of the Work will not vary from the Client's budget or from any opinion of probable construction cost prepared by the Consultant.

Day, Days: A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

Hazardous Materials: Any substances, including, without limitation, asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes), mold of whatever nature, or any other substances under any conditions and in such quantities as could pose a substantial danger to persons or property exposed to such substances at or near the Work site.

Inspect, Inspection: The visual observation of construction to permit the Consultant, as an experienced and qualified professional, to determine that the Work, when completed by the Contractor, generally conforms to the Contract Documents. In making such inspections, the Consultant makes no guarantees for, and shall have no authority or control over, the Contractor's performance or failure to perform the Work in accordance with the Contract Documents. The Consultant shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the Contractor or for the Contractor's safety precautions and programs nor for failure by the Contractor to comply with any laws or regulations relating to the performance or furnishing of the Work by the Contractor.

Record Documents: Drawings prepared by the Consultant upon the completion of construction based upon the drawings and other data furnished to the Consultant by the Contractor and others showing significant changes in the Work made during construction. Because Record Documents are prepared using unverified information provided by others, the Consultant makes no warranty of the accuracy or completeness of the drawings.



Luna's Groceries - Red Arrow

Project Number: 2023115

Fee Calculation

| TASK DESCRIPTION (# Denotes Leadership Team/Key Stakeholder Meetings) | Total Hours |
|--|--------------------|
|--|--------------------|

Construction Documents

| | |
|--|----------------|
| # Meetings with Owner (Includes Final Review before Bidding) | 4 |
| Coordination Meetings with Consultants/Design Team | 6 |
| Finalize Construction Details | 10 |
| Coordinate Printing & Distribution of CDs | 2 |
| Project Management/Coordination of disciplines | 4 |
| Principal-In-Charge Oversight | 2 |
| Final Specifications | 2 |
| Construction Document Drawings | 30 |
| Hours Subtotals | 60 |
| Fee Subtotals | \$8,913 |

Construction Phase Services

| | |
|--|--------------|
| Compliance Site Visit At Construction Completion | 1 |
| Submit State Compliance Statement | 1 |
| Hours Subtotals | 2 |
| Fee Subtotals | \$312 |

Project Totals

| | |
|--|----------------|
| Total Project Hours ----->> | 62 |
| Total Project Design Fees ----->> | \$9,225 |

Estimated Reimbursable Costs:

| | |
|--|-------|
| Wisconsin CODE Plan Review Fees - Approximation: | \$200 |
| Local Zoning Approval Fees - Not In Contract | \$0 |
| Travel (air, hotel, vehicle rental, meals) | \$0 |



811 East Washington Avenue, Suite 200
Madison, WI 53703

W238N1610 Busse Road, Suite 102
Waukesha, WI 53188

AGREEMENT FOR PROFESSIONAL SERVICES – RENOVATION

| | | | |
|----------------------|---|-----------------|---|
| TO: | Luna’s Groceries 2010 Red Arrow Trail Madison, WI 53711 | PROJECT NAME: | Luna’s Groceries Village on Park Renovation |
| TELEPHONE NUMBER: | 608-285-5422 | PROJECT NUMBER: | 2023117 |
| EMAIL: | mmaldonado@lunasgroceries.com | DATE: | 09/14/2023 |

We acknowledge the following scope of services was authorized by to provide services for the following project: **Luna’s Groceries – Village on Park Renovation**
Scope of services include: Final design and documentation to reconfigure the Villager on Park store location.

The Client agrees to furnish applicable information that may include, but is not limited to, existing drawings, budget, survey, and other information of existing facilities. The services will be done in accordance with the Standard Billing Rate Schedule of Strang, Inc. A copy of the rate schedule will be provided upon request.

Our fee is **lump sum** seven thousand seven hundred fifteen dollars. **\$7,715.00**

Reimbursable expenses include printing, mail and delivery, fees paid for jurisdictional approvals and any other out of pocket costs approved in advance by the Client. Reimbursables will be billed at 1.10 times the cost. Additional services will be approved in advance by the Client for all services extending beyond the scope above.

Strang, Inc., the Consultant, will commence service on this project upon receipt of signed agreement. We anticipate completion of design phase service by October of 2023. **Terms and Conditions on pages two through four of this form are applicable upon acceptance of this agreement.**

Accepted:

Strang, Inc.

Client:

Signature _____

Printed name: Larry Barton

Title: President

Signature _____

Printed name:

Title:

ARCHITECTURE
ENGINEERING
INTERIOR DESIGN

Terms and Conditions

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3. **ACCESS TO SITE:** Unless otherwise stated, the Consultant shall have access to the site for activities necessary for the performance of the services.
4. **CODE COMPLIANCE:** The Consultant shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes and regulations in effect as of the date of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the Consultant to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.

In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over the Work, the Consultant shall notify the Client of the nature and impact of such conflict. The Client agrees to cooperate and work with the Consultant in an effort to resolve this conflict.

5. **OPINIONS OF PROBABLE CONSTRUCTION COST:** In providing opinions of probable construction cost, the Client understands that the Consultant has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Consultant's opinions of probable construction cost are made on the basis of the Consultant's professional judgment and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Consultant's opinion of probable construction cost.
6. **REPRODUCTION COSTS:** Reproduction costs incurred by the Consultant shall be a reimbursable expense to the Consultant.
7. **DISTRIBUTION COSTS:** Distribution costs incurred by the Consultant shall be a reimbursable expense to the Consultant.
8. **INFORMATION PROVIDED BY OTHERS:** The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Consultant shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.
9. **UNDERGROUND IMPROVEMENTS:** The Client will furnish to the Consultant information identifying the type and location of existing underground improvements on the site. The Consultant is entitled to rely upon the accuracy and completeness of the information furnished to the Consultant. The Consultant (or its subconsultant) will prepare and furnish to the Client a plan showing the location of these underground improvements as provided by the Client and indicating the locations intended for subsurface penetrations. The Client will review and approve this plan and authorize the Consultant to proceed.

The Client further agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, the Consultant) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from subsurface penetrations in locations authorized by the Client or from the inaccuracy or incompleteness of information provided to the Consultant by the Client, except for damages caused by the sole negligence or willful misconduct of the Consultant.

10. **OWNERSHIP OF DOCUMENTS:** All documents produced by the Consultant under this Agreement are instruments of the Consultant's professional service and shall remain the property of the Consultant and may not be used or copied by the Client for any other purpose without the prior written consent of the Consultant.
11. **INFORMATION FOR THE SOLE USE AND BENEFIT OF THE CLIENT:** All opinions and conclusions of the Consultant, whether written or oral, and any plans, specifications or other documents and services provided by the Consultant are for the sole use and benefit of the Client and are not to be provided to any other person or entity without the prior written consent of

the Consultant. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the Consultant or the Client.

12. **CONSEQUENTIAL DAMAGES:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Work or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Work.
13. **INDEMNIFICATION:** The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Consultant, his or her officers, directors, employees, agents and sub-consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs incurred or suffered by the Consultant, arising out of or in any way connected with the performance of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Consultant and limited to the total fees paid to the Consultant under this Agreement.
14. **WAIVER:** The Client agrees, to the maximum extent permitted by law, to waive any claims against the Consultant arising out of the performance of these services, except for those damages and costs attributable to the sole negligence or willful misconduct of the Consultant.
15. **LIMITATION OF LIABILITY:** In recognition of the relative risks, rewards and benefits of the Work to both the Client and the Consultant, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Consultant's total liability to the Client for any and all such causes including, but not limited to, the Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty is limited to the total fees paid to the Consultant under this Agreement.
16. **DISPUTE RESOLUTION:** Any claims or disputes between the Client and the Consultant arising out of the services to be provided by the Consultant or out of this Agreement shall be submitted to non-binding mediation. The Client and the Consultant agree to use their best efforts to include a similar mediation agreement with all contractors, sub-consultants, sub-contractors, suppliers and fabricators, providing for mediation as the primary method for dispute resolution among all parties. Any dispute under this Agreement shall be decided by the rules of the American Arbitration Association.
17. **TERMINATION OF SERVICES:** This Agreement may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, the Client shall pay the Consultant for all services rendered to the date of termination, and all reimbursable expenses incurred prior to termination and reasonable termination expenses incurred as the result of termination.
18. **CORPORATE PROTECTION:** It is intended by the parties to this Agreement that the Consultant's services in connection with the Work shall not subject the Consultant's individual employees, officers or directors to any personal legal exposure for the risks associated with this Work. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Consultant, a Wisconsin corporation, and not against any of the Consultant's individual employees, officers or directors.
19. **CERTIFICATIONS, GUARANTEES, AND WARRANTIES:** The Consultant shall not be required to execute any document that would result in the Consultant certifying, guaranteeing or warranting the existence of any conditions.
20. **MISCELLANEOUS:** It is agreed that the above terms and conditions are incorporated into and made part of this Agreement on Page One.

This Agreement shall be governed by the laws of the State of Wisconsin.

Neither the Consultant nor the Client shall assign this Agreement without the consent of the other party.

This Agreement may be amended only by a written instrument signed by both parties.

21. **SALES OR LOCAL TAXES:** The Agreement amount does not include any applicable sales or other local taxes currently not in force, but may be levied during this project.

22. **PAYMENTS TO THE CONSULTANT:** The Client agrees to pay the Consultant for all services performed and all costs incurred. Invoices for the Consultant's services shall be submitted, at the Consultant's discretion, either upon completion of such services or on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within thirty (30) days, the Consultant may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, suspend or terminate the performance of services. Accounts unpaid sixty (60) days after the invoice date may be subject to a monthly service charge of one-half of one percent (0.5%) on the unpaid balance.

Payments to the Consultant shall not be withheld, postponed or made contingent on the construction, completion or success of the project or upon receipt by the Client of offsetting reimbursement or credit from other parties who may have caused Additional Services or expenses. No withholdings, deductions or offsets shall be made from the Consultant's compensation for any reason unless the Consultant has been found to be legally liable for such amounts.

23. **DEFINITIONS:** As used herein, the following words and their derivative words or phrases shall have the meaning indicated, unless otherwise specified in this Agreement.

Certify, Certification: A statement of the Consultant's opinion, based on his or her observation of conditions, to the best of the Consultant's professional knowledge, information and belief. Such statement of opinion does not constitute a warranty or guarantee, either express or implied. It is understood that the Consultant's certification shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

Cost Estimate: A preliminary opinion of probable construction cost made by the Consultant. In providing cost estimates, it is recognized that neither the Client nor the Consultant has control over the costs of labor, equipment or materials, or over the Contractor's methods of determining prices or bidding. The cost estimate is based on the Consultant's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the Contractor's bids or the negotiated price of the Work will not vary from the Client's budget or from any opinion of probable construction cost prepared by the Consultant.

Day, Days: A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

Hazardous Materials: Any substances, including, without limitation, asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes), mold of whatever nature, or any other substances under any conditions and in such quantities as could pose a substantial danger to persons or property exposed to such substances at or near the Work site.

Inspect, Inspection: The visual observation of construction to permit the Consultant, as an experienced and qualified professional, to determine that the Work, when completed by the Contractor, generally conforms to the Contract Documents. In making such inspections, the Consultant makes no guarantees for, and shall have no authority or control over, the Contractor's performance or failure to perform the Work in accordance with the Contract Documents. The Consultant shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the Contractor or for the Contractor's safety precautions and programs nor for failure by the Contractor to comply with any laws or regulations relating to the performance or furnishing of the Work by the Contractor.

Record Documents: Drawings prepared by the Consultant upon the completion of construction based upon the drawings and other data furnished to the Consultant by the Contractor and others showing significant changes in the Work made during construction. Because Record Documents are prepared using unverified information provided by others, the Consultant makes no warranty of the accuracy or completeness of the drawings.



Luna's Groceries - Village on Park
Project Number: 2023117

Fee Calculation

| TASK DESCRIPTION (# Denotes Leadership Team/Key Stakeholder Meetings) | Total Hours |
|---|----------------|
| Construction Documents | |
| # Meetings with Owner (Includes Final Review before Bidding) | 8 |
| Coordination Meetings with Consultants/Design Team | 3 |
| Prepare Multiple Bid/Document Packages | 3 |
| Coordinate Printing & Distribution of CDs | 2 |
| Principal-In-Charge Oversight | 4 |
| Construction Document Drawings | 29 |
| Hours Subtotals | 49 |
| Fee Subtotals | \$7,403 |
| Construction Administration | |
| Compliance Site Visit At Construction Completion | 1 |
| Submit State Compliance Statement | 1 |
| Hours Subtotals | 2 |
| Fee Subtotals | \$312 |
| Project Totals | |
| Total Project Hours ----->> | 51 |
| Total Project Design Fees ----->> | \$7,715 |

Estimated Reimbursable Costs:

| | |
|---|-------|
| Printing & Distribution of Bid Sets - Approximation | \$0 |
| Wisconsin CODE Plan Review Fees - Approximation: | \$200 |
| Local Zoning Approval Fees - Not In Contract | \$0 |
| Travel (air, hotel, vehicle rental, meals) | \$0 |



To:
 Mariam Mariam Muldonado
 Mariam Mariam Muldonado
 (608) 285-5422
 (608) 285-5422 (Contact)

Project:
 Lunas Grocery
 2010 Red Arrow Trail
 Madison, WI 53711

From:
 Kessenich's Ltd
 Martee Mikalson
 3226 Progress Road
 Madison, WI 53716
 608-249-5391
 (608)843-0515 (Contact)


Job Reference Number: 23242

| Item | Qty | Description | Sell | Sell Total |
|------|------|--|-------------|-------------|
| 1 | 1 ea | <p>COOLER</p> <p>Custom Model No. WALK-IN Actual Overall Dimension: 7'-9" x 11'-7" x 8'-7" (Rectangular) Description: Outdoor Cooler, with Floor Interior Dim: 7'-1" x 10'-11" x 7'-11" (w x l x h) Temperature: 35°F (95°F ambient) 4" thick AK-XPS4 extruded foam with R-values of R-29 for coolers and R-32 for freezers with a 50 Year Thermal Warranty. UL Classified Core Flame Spread 15, Smoke Rating less than 165. Warranty: 15 Year Panel Warranty and 1 Year Parts Warranty Finishes: Interior walls: 26 Ga. Stucco Embossed Acrylume Exterior walls: 26 Ga. Stucco Galvanized White Interior ceiling: 26 Ga. Stucco Embossed Acrylume Exterior ceiling: 26 Ga. Stucco Galvanized White Floor Type: Type 1K Application: Pan Rolling Racks NSF Floor panel rated for 1400 LBS/ SQ. FT. 20 Ga. Stainless Steel Type 304 Textured Integral Reinforced with Diamond tread plate overlay .090" overlay, field installed on top of finished floor overlapping floor panel joints Door: (1) Standard 36" x 76" Left hinged flush door with brushed hardware. Interior finish: 26 Ga. Stucco Embossed Acrylume, Exterior finish: 26 Ga. Stucco Galvanized White. Heavy duty deadbolt handle latch. Digital LED Thermometer with pilot light switch. 1807 11w, Vapor Proof, 120V. LED fixture. 82 Lumens /watt Angled face . Requires 115vac. 1 amps. With Internal Ramp 24" deep x 36" wide Accessories: (1) 48" LED LIGHT STRIP FIXTURE 96 LUMENS /WATT 120VAC, 0.33 AMPS - TEMP RANGE: -30°F-104°F, SHIP LOOSE RECOMMENDED ONE FIXTURE EVERY 144 SQ. FT. AT 12' HIGH Accessories: (96) Rain roof membrane w/ 10 ft. long with termination bars with 1 screw every 12 inch (per sq.ft.) (31) Slope Roof for Outdoor Boxes per sq ft (1) BITTERSWEET STEM EXTERIOR FINISH (1) DOOR HOOD FROM 30" TO 42" LONG WHITE STUCCO EMBOSSED FINISH, WITH 4 TEK SCREWS (LOOSE)</p> | \$26,070.45 | \$26,070.45 |

| Item | Qty | Description | Sell | Sell Total |
|------|-----|--|------|------------|
| | | (10) PERIMETER REINFORCEMENT FLOOR ANGLE (.050 THICK ALUMINUM) 1 1/2" X 6 " X 48" EACH SECTION - SUPPLIED WITH STAINLESS STEEL TEK SCREWS, TO SECURE WALL AND FLOOR. CONCRETE ANCHORS (BY OTHERS) | | |
| | | Equipment: (1) 0.75 HP Bohn DOE Compliant Outdoor Condensing Unit, Model BCH0008MBACZA0000, 208-230/1/60, MCA 15 Amps, BTUH 8980, Medium Temperature, Scroll, Air-cooled, R-404A, This refrigeration system is designed and certified for use in walk-in cooler applications | | |
| | | - | | |
| | | (1) Bohn DOE Compliant BEL0095AS6AMAB0400, 115/1/60, Low Profile Air Defrost, 1.8 Fan Amps with 2 Speed EC motor | | |
| | | (1) Extended 4 year compressor WarrantyRefrigeration quoted Remote Pre-Assembled / Pre-wired with factory mounted components. Refrigeration excludes lines and Refrigerant. | | |

ITEM TOTAL: \$26,070.45

| | |
|--------------|-------------|
| Merchandise | \$26,070.45 |
| Freight | \$1,500.00 |
| Installation | \$5,550.00 |
| Subtotal | \$33,120.45 |
| Total | \$33,120.45 |

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Questions? 844-783-7600

*Terms and financing rates are subject to change and should be verified when applying for financing.

Powered by **CURRENCY.**

CONDITIONS OF SALE:

By signing this order, you are indicating that you are an authorized signatory and able to execute this agreement.

W-9 form as well as a Sales Tax Exemption or Resale Certificate must be provided with sale if not already on file with Great Lakes Ventures.

Credit can be established with Great Lakes Ventures upon receipt of completed credit application. Terms are established by Great Lakes Ventures' Accounting Team only and will be communicated upon completed review.

Warehousing includes receiving equipment and storing product until jobsite is ready. Warehousing exceeding 30 days beyond initial delivery date will be subject to storage charges.

Changes or cancellations made to this quotation by the Equipment Owner after equipment is ordered from the manufacturer will result in change, cancellation, crating, restocking, credit card fees/bank fees, and/or freight charges. These charges are the responsibility of the Equipment Owner.

Returns of new, unused equipment is contingent upon manufacturer's approval and their returns/restocking policy. Returns will result in crating, 20% restocking, freight charges, and cleaning charges, if necessary. Requests for return must be made within three days of delivery of equipment to site and prior to equipment being hooked to utilities or used.

Credit will be given only after manufacturer's credit is received by Great Lakes Ventures.

Special or custom-ordered equipment is non-returnable and includes, but is not limited to, ventilation & rooftop equipment, walk-ins, counters, cooking suites, etc. Equipment hooked up to utilities or used is not returnable. Custom equipment requires 50% down payment regardless of terms established with Great Lakes Ventures.

Great Lakes Ventures reserves a purchase-money security interest in each unit of equipment or item of property listed herein in the amount of its purchase price. These interests will be satisfied by payment in full. A copy of this agreement may be filed with the appropriate State authorities at any time after signature of the Equipment Owner as a financing statement to perfect Great Lakes Ventures' security interest.

When receiving drop-shipped equipment, inspect product and packaging prior to signing for it. Once accepted, Equipment Owner accepts responsibility and conditions of the product. Great Lakes Ventures assumes no responsibility for drop-shipped equipment with visible or concealed damage once product is accepted. Great Lakes Ventures may assist with your freight claim as a courtesy if notified within 48 hours of receipt of damaged product. Such assistance does not imply successful resolution of claim.

All new equipment shall have standard manufacturer's warranties unless otherwise specified.

No salesperson or agent of Great Lakes Ventures is permitted to make any verbal contract or promise that in any way conflicts with the verbiage in these Terms & Conditions. Any modifications of these Terms & Conditions must be approved in writing by either the Sales Manager or Vice President of Great Lakes Ventures.

Pricing contained in this document is confidential. You agree that pricing provided shall not be disclosed to unauthorized or competitive parties.

Acceptance: _____ Date: _____

Printed Name: _____

Project Grand Total: \$33,120.45