



Owner Architect Agreement

Agreement made as of the **Nineteenth** Day of **December** in the year **Two Thousand Twenty-Three**.

Between the Owner:

City of Waukesha
201 Delafield St
Waukesha, WI 53188

Attn: Katie Jelacic

CC: Brian Engelking

For the following Project:

Waukesha MetroTransit
2311 Badger Drive
Waukesha, WI 53188

Introduction, Project Delivery and Project Description:

Thank you for the opportunity to provide an Architectural Proposal including Mechanical (HVAC) Engineering, Electrical Engineering, and Plumbing Engineering for the proposed project at the address noted above. The basis of this proposal assumes the following project program any deviation from our assumptions shall result in necessary proposal revisions; that the project scope is to consist of an interior alteration which based upon the program shown in schematic design documents dated 05-17-2023. It is understood Mechanical Engineering, Electrical engineering and Plumbing Engineering Design will be contracted by the Architect. The Architect also will provide basic interior finish coordination to match existing finishes.

It is understood the Architect will be contracted directly to the Owner. That the documents will be bid prepared and released for public bid. The Owner will also hire a General Contractor that will act as the Construction Manager at Risk (CM at Risk). The Architect will assist the Owner with bidding and will provide Construction Administration Services as outlined in this agreement. This Agreement shall be governed by Wisconsin laws related to construction.

The Owner and Architect agree as follows:

Conditions of The Contract:

Article 1 - Architects Responsibilities:

The Architect shall provide services as outlined in this agreement following the orderly progress consistent with industry standards. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in Wisconsin under the same or similar circumstances. The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

Conditions of The Contract (continued):

Article 1 - Architects Responsibilities (continued):

Schematic Design:

Schematic Design has been completed.

Design Development and Construction Documents:

The Architect will refine the design through up to **Two (2)** meetings with Owner (and city staff) to make any changes that arise from the Owners review of the plans. The Architect will develop the overall design selections to prepare for Construction Documents. The Architect shall utilize AutoCAD software for document production. We **have not** included our attendance or submissions for Municipal Planning Review Boards, Planning Commission or Zoning Approvals Boards and do not anticipate board approvals being necessary for this project. Upon the Owners approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services. The Architect shall provide a complete set of Architectural plans which will include the following: **Specifications, title sheet with code information, demolition plan, dimensioned and detailed floor plans, interior elevations, door and window schedules with details, reflected ceiling plans, interior wall types, finish plan and material selections and construction detailing necessary for construction.** Additionally, the Architect shall hire and coordinate with the following consultants to provide construction documents: **Mechanical (HVAC) Engineering, Electrical Engineering, and Plumbing Engineering.** The Construction Documents will provide the necessary information for construction and permitting and will be designed to satisfy current building codes (IBC 2015). The Architect shall assist the Owner in filing documents required for the building plan approval by governmental authorities. It is understood the Architect will review the Owner's scope of work, assist the Owner in obtaining bids and review all bids with the Owner to qualify the work.

Construction Administration:

During the Construction Phase, the Architect has included the following Services during construction:

- Answer all contractor questions during bidding and construction.
- Provide RFI/Construction Bulletin Support
- Review shop drawings as it relates to coordination of the plans.
- Provide **Two (2) site visits** during construction to perform site observation
- Certify contractor submitted pay applications.
- Provide punch-list upon construction completion
- Provide Final Site Observation to verify work is in place and file compliance statement.



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Conditions of The Contract (continued):

Article 2 - Owners Responsibilities:

The Owner shall provide full information about the objectives, schedule, constraints, existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as **environmental testing and/or material testing**. The Owner shall employ a Contractor and Construction Manager, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

Article 3 – Use of Documents:

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information or has permission from the copyright owner to transmit the information for its use on the Project.

Article 4 – Termination, Suspension or Abandonment:

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonconformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days written notice if the Project is suspended more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement.

Article 5 – Compensation to The Architect:

The **Architect shall provide Design and Engineering Services** and be compensated for these services as follows:

Architectural and Engineering Design Services \$28,795

*The following expenses are excluded in the fee above but are anticipated to be reimbursable expenses which shall be compensated to the Architect by the Owner:

Government Agency Fees Printing

The following expenses are included in the fee above:

Mileage Postage



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Conditions of The Contract (continued):

Article 5 – Compensation to The Architect (continued):

The following services are excluded from this agreement:

- | | | |
|--------------------|------------------------------|-------------------------------------|
| Low Voltage Design | Environmental Testing | Fire Protection Design |
| Material Testing | As-Built Drawings | Furniture and Furnishing Selections |
| 3d Renderings | Exterior Building Elevations | Government Meeting Attendance |

Progress Invoicing and Late Fee Interest Terms:

Upon the project moving forward we will invoice monthly. Monthly progress invoicing is based on a percentage complete. If at any time the project is put on hold our invoicing will also be held to the corresponding of progress completion. Upon issuance of an invoice it is not due for 30 days. Furthermore, no interest charges are incurred for the first 90 days after invoice issuance. Upon 90 days interest charges begin incurring on the outstanding invoice balance. Our interest rate is Prime Rate (Fed) plus 5% compounding monthly.

Hourly Rates:

- | | | | |
|-------------------------------|------------------|--------------------------------|-----------------|
| Architectural Drafter: | \$70/Hour | Senior Architectural Drafter: | \$80/Hour |
| Architect Proj. Mngr: | \$90/Hour | Associate Principal Architect: | \$105/Hour |
| Firm Principal Architect: | \$125/Hour | Structural Engineer: | \$125 -145/Hour |
| Mech./Electrical Engineering: | \$135-\$180/Hour | | |

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors’ requests for substitution of materials or systems; providing services necessitated by the Contractor’s failure to perform; and the extension of the Architect’s Article 1 services beyond 12 months of the date of this Agreement through no fault of the Architect.

This Agreement entered into as of the day and year noted above:

Architects Signature: _____
Jeremy D Bartlett, Architect
Thrive Architects, Llc
(833) 380-6180 ext #701

Owners Signature: _____
Print Name: _____
Company/Organization: _____