



Revised June 4, 2020

PROPOSAL FOR ARCHITECTURAL SERVICES WAUKESHA POLICE DEPARTMENT | EXPANSION AND INTERIOR RENOVATION

between

Katie Jelacic, Project Engineer
City of Waukesha
130 Delafield St
Waukesha, WI 53186

and

Engberg Anderson, Inc.
320 E Buffalo, Suite 500
Milwaukee, WI 53202

Engberg Anderson Project No. 193044.01

Dear Katie,

Engberg Anderson is pleased to submit this proposal for architectural design services. This proposal is based on our current understanding of the project. We ask that you review the scope, schedule and fees proposed and identify any concerns or questions in this regard. If the proposal is acceptable, please sign both copies and return one for our records. Once accepted, we will work with the City of Waukesha to execute an agreement based on their standard consultant agreement format.

SCOPE OF BASIC SERVICES

PROJECT UNDERSTANDING

Beginning in the summer of 2019, Engberg Anderson assisted the Waukesha Police Department and the City of Waukesha in ongoing design studies and estimates for what began as a modest interior renovation of the Police Station, meant to primarily address a water infiltration issue and protect items in the evidence storage and processing areas from damage. As our joint efforts progressed, it became clear that finding internal space to relocate evidence storage and related spaces would prove difficult, and that relocation of other components to accommodate this effort would result in creating new problems for the operation of the facility. In addition, as we worked through the study, it became clear that other issues needed to be addressed in addition to the leakage, including failed and failing building systems, inadequate space for current police force members and supporting staff for both work and locker and support facilities, insufficient meeting space, and needed improvements to facility safety and security. Once a new plan had developed that addressed these various issues, it was clear that expansion of the facility and more significant interior renovations were needed to solve this larger list of concerns. After consultation with the City Council, the City and Department were directed to design and plan for this larger scope of work.

Based on a plan largely approved by Department leaders, the new project will consist of renovation of just under 53,700 square feet of existing space, and two, two-level expansions on the north and south sides of the building, totaling approximately 25,700 square feet. Expanded and renovated space will accommodate appropriately

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sized locker and shower facilities for male and female staff, additional work space needed for several departments, improved and fully compliant space for evidence processing and storage, a second pass through sally-port garage, renovation of the existing evidence garage bay including replacement of the existing lift, expanded interior vehicle storage with improved access for larger vehicles, a relocated and paved area for exterior parking of staff vehicles as well as impounded and evidence vehicles, and related site work. Improvements to existing HVAC, lighting, electrical and IT infrastructure will extend the life of the facility while meeting energy code requirements and lowering overall facility operations costs. The building will have a sprinkler system added throughout. It is assumed that construction of the project will need to be done in stages, to permit continuous, safe and secure operation of the facility during the duration of construction.

The Work will include architectural and interior design, HVAC, plumbing and electrical engineering, structural and civil engineering and landscape design components, updated construction cost estimates at the conclusion of schematic design and design development, followed by construction documents for all components for plan review, bidding and construction. In addition, furnishings specifications, estimates and procurement documents will be completed, and EA will assist the City with bidding and construction administration of all components.

PROJECT PARAMETERS

Budget

At this time, a rough estimate of overall project costs for completion of both expansion and interior renovations, site modifications, FFE and equipment costs, and contractor fees is approximately \$11,400,000, which includes escalation to the midpoint of 2021 (assuming a construction start in early 2021).

Schedule

The City and Police Department desire to implement the desired improvements in a timely manner. A schedule for the project will be completed following the project kickoff for review and approval by the Department and City. For purposes of this proposal, the following assumptions have been made:

- The Design of the project will commence on or about 6-15-20, with a target of completing construction documents in spring of 2021. The completion of Schematic Design, and a revised preliminary estimate as addressed below, the work covered by this agreement, would be targeted for mid-August, 2020.
- Bidding will be targeted for the summer of 2021, with final dates to be determined in consultation with WPD and City staff.
- A final timeline for construction would be set by the selected General Contractor, but a rough estimate, allowing for phasing of the work to maintain facility, would be a period of approximately 9 to 10 months.

Owner-Supplied Information/Responsibilities

The City and Police Department need to both be active participants in the process. By virtue of their central role and the extensive work completed to date they are in a unique position to bring the various decision makers and stakeholders together. The purpose of this effort is to build understanding and consensus. They are jointly responsible to identify those individuals whose participation is needed to properly identify and meet the project requirements for broad-based consensus and project success.

The Owner will need to supply or has already supplied the following information during the project to support the design and construction efforts:

- Existing Building and Site Drawings
- Environmental Assessments or Hazardous Materials Report (if any)
- Program

- Budget or fundraising updates
- Schedule updates
- Other

METHODOLOGY

Engberg Anderson believes in an interactive model of design. Each step in the design process combines the expertise of all those assembled: Department Administration and staff, City Engineering staff and the Design Team. The collective effort is focused on the multi-dimensional challenges of the project in a creative, rational manner: identify the parameters within which a solution must be found; create a series of potential solutions; apply a systematic set of measures to evaluate those options; and progressively develop the best solution to the particular needs of the client.

DELIVERABLES

Within this approach we will produce the following during completion of the Schematic Design (fixed fee) phase:

- Updated schematic design documents for approval, including floor plans (overall and enlarged as needed), reflected ceiling plans, roof plan, exterior and select interior elevations, scope schedules and specifications.
- 1 or 2 exterior renderings to develop understanding of building expansion and impact on site.
- Construction cost estimate (provided by cost estimating consultant)
- Furnishings inventory and plan
- Furnishings cost estimate (to be completed with assistance of and in cooperation with City FFE consultant)

Following approval to proceed to Design Development, we will complete the following, through Construction Documents:

- Complete Design Development package of documents, including updates to all SD elements with additional detail, finish and furniture selections completed, and developed schedules and specifications, along with an updated construction cost estimate, for approval prior to commencement of Construction Documents.
- Construction Documents including architectural, structural, Civil, Landscape, MEP, fire protection, IT infrastructure, FFE. Final IT and AV/Media bid documents to be completed under separate contract by vendor to be selected by City of Waukesha. (Note, contract for such vendor can be added to EA agreement if requested).
- Construction specifications including front end specification produced in coordination with City of Waukesha standard content.
- FFE procurement package to permit competitive pricing of various new or refurbished FFE components.

During the course of the design process, Engberg Anderson may develop additional drawings or study models for the purpose of further communicating the design intent to both the Department, City and the cost estimating consultant. These materials will be made available to the Owner for their use.

Engberg Anderson will assist the City of Waukesha in publishing the project for public bid per City requirements. We will assist with inquiries during bidding and the issuance of any addenda required, and will assist in evaluation of bids received. EA will complete standard construction administration services including construction observation, review of submittals and RFIs, issuance of change directives, change orders and similar documents, review of applications for payment, completion of punch list, and final walkthrough and follow up with selected contractor(s) to ensure closeout documents and warranties are provided. EA will also assist in public issuance of quotes for procurement of furnishings and will assist the City in review of installed products and completion of punch lists as required.

FEE PROPOSAL

FEE

Based on the current project understanding, we propose to complete the outlined services to complete Schematic Design for a lump sum fee of \$127,166.00. This fee includes a credit of \$5000 or ½ of the architectural fee from the initial study, based on the assumption that the most recent floor plan generated will be used as the basis for completion of SD development, and that a full redesign is not needed.

Once Schematic Design has been completed, and the design of the project as represented and the construction estimate are approved by the City, we will commence with the completion of the project. The fee for this remaining effort will be based on a fee of 6.6% of the cost of construction and FFE as approved at the conclusion of Schematic Design.

As with all agreements, if the scope of the work or parameters under which the work is performed are modified, we reserve the right to review the fees related to these modifications and make mutually agreeable adjustments.

PROGRESS PAYMENTS

Invoices shall be submitted monthly and shall reflect the status of the work at the time of the invoice. Payments based on the invoices shall be made in accordance with established review and approval procedures. Amounts outstanding more than 45 days past invoice date shall accrue interest at a rate of 2 points above the prevailing prime rate.

Time & Materials Rate Schedule

Invoices for any requested and approved additional services will be based on time charged to the project during the invoice period. The time will be charged based on the attached **Current Rate Schedule** up to the limits specified for each service.

REIMBURSABLE EXPENSES

In addition to the Fees, expenses incurred in the course of completing the work will be invoiced to the Client in accordance with the attached **Reimbursable Expenses Exhibit**. Detailed records of reimbursable expenses shall be included in monthly invoices.

Expenses shall be invoiced at 1.1 times our cost.

Expense of requested professional liability insurance dedicated *exclusively* to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect. The Architect currently maintains the coverages identified in the attached **Insurance Coverages Exhibit**.

OTHER TERMS

ADDITIONAL SERVICES

No additional service will be undertaken without a defined scope and written authorization. Any Additional Service will be itemized and invoiced against a limit established and agreed to in writing by both parties. Any additional service shall be invoiced separately to allow tracking of project expenses.

USE OF MATERIALS

The Architect agrees to furnish, upon termination and upon demand by the City, copies of all basic notes and sketches, charts, computations, and any other data prepared or obtained by the Architect pursuant to this project, and without restrictions or limitation as to the use relative to specific Projects covered under any existing Agreement. In such event, the Architect shall not be liable for the use of such documents by the City or by others.

TERMINATION

Both parties acknowledge each other's right to terminate this agreement with 15 days written notice and without cause. Upon such notification all product of the design effort completed to that point becomes the property of the City and any fees earned to that point become due.

Katie, we look forward to beginning the next phases of this project, and to developing the best and most cost effective solution to updating and improving the Waukesha Police Department facilities to serve the officers, staff and community for years to come. Once you have reviewed this proposal and we have addressed any questions, we can begin preparation of an agreement suitable to the City and commencing our work.

Sincerely,

A handwritten signature in black ink, appearing to read 'William Robison', with a long horizontal flourish extending to the right.

William Robison, AIA, Partner

Copied **Jeff Hanewall, Josie Vega, Tommy Ibrado, EA**
EA File Name: 19304401 WPD SD thru CA REV 6-4-20.docx

EXHIBITS

CURRENT RATE SCHEDULE – WISCONSIN & ILLINOIS OFFICES

Invoices for basic and additional services will be based on time charged to the project during the invoice period. The time will be invoiced based on the following schedule up to the limits specified for each service or phase of the project.

Category	Hourly rate	Category	Hourly rate
Partner	\$170	Project Production	\$95
Principal	\$125	Senior Interior Designer	\$125
Project Team Leader	\$115	Interior Designer	\$95
Project Architect	\$110	Administrative/Graphics	\$75
Project Designer	\$105		

REIMBURSABLE EXPENSES EXHIBIT

In addition to the Fees included in the Agreement, expenses incurred in the course of completing the work will be invoiced to the Owner in accordance with the following parameters.

- Transportation in connection with the Project including authorized out-of-town travel, lodging and sustenance.
 - Mileage is calculated using the prevailing IRS reimbursement rates.
 - Sustenance is limited to \$10/\$15/\$20 or \$45 per day.
- Reproductions, plots, standard form documents, postage, handling and delivery of instruments of service.
- Renderings, models and mock-ups other than those normally produced by the architect as a part of the process and requested by the City will be provided as an additional expense.

INSURANCE COVERAGES EXHIBIT

Engberg Anderson currently maintains the coverages shown, the costs of which are included in the base fees proposed for the project. Additional coverage is negotiated on a project by project basis.

- Commercial General Liability: \$2,000,000 each Occurrence; \$4,000,000 Annual Aggregate; \$4,000,000 Products/Completed Operations Aggregate; \$1,000,000 Personal Injury
- Business Automobile: \$1,000,000 Combined Single Limit, coverage includes hired and non-owned vehicles. Engberg Anderson does not own any vehicles.
- Workers Compensation: Statutory requirements, Coverage A and applicable federal
- Employers Liability: \$1,000,000 per Accident/ \$1,000,000 Disease – Policy limits; \$1,000,000 Disease – Each Employee
- Umbrella/Excess Liability: \$5,000,000 per Occurrence/Annual Aggregate
- Professional Liability: \$2,000,000 per Claim; \$2,000,000 Annual Aggregate

TERMS & CONDITIONS OF THE AGREEMENT FOR PROJECTS INVOLVING CONSTRUCTION

GENERAL

The provisions of these Terms & Conditions are made part of the Agreement.

DISPUTE RESOLUTION

All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this agreement shall be initially negotiated between the designated project representatives of both parties prior to Mediation.

If negotiation between designated project representatives does not result in a settlement of the matter, it shall be referred to the principal of each firm or its designee for joint discussion and attempted resolution of the matter.

Both parties agree that if the matter cannot be resolved by mutual agreement of the principals, the matter will be referred to an alternate dispute resolution process, which initially shall be mediation.

PAYMENTS TO THE ARCHITECT

Within 30 days of receipt of invoice for services performed, Owner shall examine the invoice in detail to determine its accuracy and completeness. Owner shall raise any questions or objections, which it may have regarding the invoice within this period. After such period the Owner waives any question or objection to the services described in the invoice not previously raised. The Architect shall be entitled to recover all costs, including attorney's fees, incurred in enforcing any provision of this Agreement.

In the event the Owner fails to make payment when due, or the Owner and Architect disagree as to whether the Owner has improperly failed to make payment, the Architect shall be entitled to suspend performing services under the contract until either the dispute has been resolved or else the Owner places a sum equal to the amount in dispute into an escrow account, reasonably satisfactory to both parties, which specifies that the escrow agent shall distribute the escrow sum between the parties in accordance with any agreement, arbitration award or court judgment entered resolving the dispute.

LIABILITY

Limitation of liability

Owner and persons claiming through Owner agree to limit the liability of the Architect, its agents, consultants and employees for all claims arising out of, in connection with or resulting from the performance of services under this Agreement to an amount equal to the proceeds available under the Architect's applicable insurance policy.

Standard of care & disclaimer of warranties

Nothing contained in this Agreement shall obligate or require the Architect to exercise professional skill and judgment greater than that which can be reasonably expected from other typical Architects performing similar services to those required hereunder. Architect makes no warranties, express or implied. This limitation shall not be modified by any certification or representation made by the Architect as an accommodation upon request of the Owner. Architect shall not be responsible for any failure to follow or apply any knowledge or techniques which are not generally known, acknowledged or accepted as of the time during which the Architect is performing the services under this Agreement. The foregoing is referred to as the "Standard of Care."

The parties acknowledge that no set of plans and specifications is entirely free of errors and omissions and that the existence of an error or omission does not automatically establish a breach of the Standard of Care. The Owner shall establish a reasonable contingency line item in the construction budget to cover additional costs resulting from errors and omissions, and the Architect shall not be liable therefore unless the errors and omissions both exceed a reasonable contingency amount and constitute a breach of the Standard of Care.

RESPONSIBILITY FOR CODE COMPLIANCE

The Architect shall conform the Drawings and Specifications to all applicable federal, state and local laws, ordinances, statutes, rules, regulations, orders and other legal requirements, including but not limited to all zoning, building, occupancy, environmental and land use laws, requirements, regulations and ordinances relating to the construction, use and occupancy of the Project (collectively called "Governmental Requirements") existing on the date of this Agreement.

However, the Owner recognizes that interpretations by government officials ("Code Authorities") are often subject to change even after issuance of a building permit. If after award of the building permit, modifications to the Drawings or Specifications are required because of an interpretation by the Code Authority which had not been previously given, or which if given, was different than a prior interpretation of the Code Authority, the Architect shall make such required modifications, but the cost of such modifications shall be compensated as a Contingent Additional Service.

Nothing contained herein shall relieve the Architect of its obligations to modify at its own expense Plans and Specifications where the Architect has negligently failed to prepare them in compliance with applicable Government Requirements.

The Architect shall conform the Drawings and Specifications to the requirements known to similarly situated architects of the Americans with Disabilities Act Accessibility Guidelines ("ADAAG"). Owner shall be solely responsible for compliance with the remaining provisions of the Americans with Disabilities Act ("ADA"). Owner and Architect further recognize that interpretations of the ADAAG by governmental officials and/or courts of law may evolve, vary or change. Should such evolution, variance or change require the Architect to make modifications to the Drawings or Specifications, such modifications shall be considered an Additional Service.

INDEMNITY FOR DEVIATIONS

The Owner may choose to disregard the advice of the Architect or may otherwise choose to deviate during construction from the printed documents prepared by the Architect. Accordingly, the Owner hereby agrees to indemnify and hold harmless the Architect, its agents, employees and consultants from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees and economic damages, arising out of, in connection with, or resulting from the performance of (or failure to perform) and aspect of construction of the Project, where the Owner has knowingly authorized or permitted an deviation from any document prepared by the Architect which, over Architect's objection, has not been corrected or where the Owner has elected not to follow any written recommendation of the Architect. In the event that the Architect or any other party indemnified hereunder is required to bring an action to enforce the provisions of this indemnity, the indemnifying party shall pay the attorney's fees and costs incurred by the indemnified party in bringing this action.

INSTRUMENTS OF SERVICE & ELECTRONIC MEDIA

The license under the Agreement for Instruments of Service is only for information contained on printed documents. For the Owner's convenience, the Architect may also furnish such information in electronic media. However, untraceable changes from causes not the fault of the Architect may sometimes occur in the information on electronic media, caused by the media conversion and changes in software. In such event, the Owner agrees to indemnify the Architect, its employees and consultants for and against all claims, losses and expenses (including reasonable attorneys defense fees and those incurred to enforce this obligation) arising out of, resulting from or in connection with any deviations of the information in electronic media for that in the printed documents. This indemnity shall survive the termination of this Agreement.

Instruments of Services, prepared by the Architect and the Architect's consultants, shall be jointly owned, along with the copyrights, by the Owner and the Architect and its consultants. The Owner shall not use the instruments of service in connection with any other project, not related to the construction, maintenance or additions to this project without the Architect's written consent. Unless such written consent is obtained, the Owner agrees to indemnify the Architect, its employees and consultants from and against all claims, losses and expenses (including reasonable attorneys defense fees and those incurred enforcing this obligation) arising from or in connection with any deviations from the Instruments of Service prepared by the Architect. This indemnity shall survive the termination of this Agreement.

The Owner shall have the right to request the Architect to furnish to the Contractor, subcontractors and material or equipment suppliers' portions of the Instruments of Service in Electronic Format for their use in the execution of their portion of the Work. Such permission shall be granted contingent on those individuals and entities agreeing to use the

information contained therein for reference only; to acknowledge that the information is an interim document and is not to be relied upon as complete or final; to confirm their obligation to conduct field measurements and verifications as required by the contract documents; to advise the Architect of any discrepancies or errors discovered in the information provided.

CONTRACTOR'S OBLIGATIONS

Obligation to insure for bodily injury claims

Owner will require the Contractor and its subcontractors to purchase insurance to cover claims and other expenses, including the cost of defense, asserted against the Architect, its agents, employees and consultants for bodily injury, sickness, disease or death caused by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable. Such insurance shall state: "The coverage afforded the additional insureds shall be primary insurance for the insured or additionally insureds with respect to claims arising out of operations performed by or on behalf of the named insured. If the additional insureds have other insurance, which is applicable to the loss, such other insurance shall be treated as excess or contingent coverage. The extent of the insured's liability under this insurance policy shall not be reduced by the existence of such other insurance."

Job-site safety

Notwithstanding any contrary or potentially ambiguous description of the Architect's services, it is intended that the Architect shall have no responsibility for job site safety on the project. The Contractor and subcontractors shall have full responsibility for job site safety on the Project. The Contractor and subcontractors shall have full responsibility for all safety programs and precautions in connection with the Work. When the Architect is present at the site, such presence shall be only for the purpose of endeavoring to protect the Owner against deviations or defects in the completed construction Work, and the Architect shall have no authority to take any action whatsoever on the site regarding safety precautions or procedures. No provision of this Agreement shall be interpreted to confer upon the Architect any duty owed under common law, under OSHA, or any other statute or regulation to construction workers or any other party regarding safety or the prevention of accidents at the job site.