



1241 John Q. Hammons Dr., Ste. 503
Madison, WI 53717

608.829.3701
bwbr.com

October 4, 2018

Mr. Fred Abadi
Director of Public Works
City of Waukesha
Department of Public Works
City Hall Annex
130 Delafield Street
Waukesha, WI 53188

Re: Proposal for Architectural, Interior Design and Engineering Services – Design Development
through Construction Administration
City of Waukesha – City Hall
BWBR Commission No. 3.2018006.01

Dear Mr. Abadi:

We are pleased to submit this letter as our proposal for design services for the City of Waukesha (City), City Hall project. The Waukesha Common Council selected the new building option on August 7, 2018. The building will be 65,000 g.s.f., plus a skyway connecting to the existing Transit Center Parking Garage, and a renovation/addition of 14,250 g.s.f. in the Transit Center Parking Garage, as described in the Space Needs Summary provided by BWBR during a previous phase and dated June 22, 2018. The new building will be four stories in height. The construction budget is \$19,900,000 as approved by the Waukesha Common Council on September 18, 2018.

SCOPE OF BASIC SERVICES

BWBR's Basic Services under this proposal includes usual and customary site/civil, structural, mechanical, and electrical engineering services and interior design services for Design Development, Construction Documents, Bidding, and Construction Administration phases.

BWBR shall manage BWBR's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the City of Waukesha.

BWBR shall coordinate its services with those services provided by the City of Waukesha and the City of Waukesha's vendors. BWBR shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the City of Waukesha and the City of Waukesha's consultants. BWBR shall provide prompt written notice to the City of Waukesha if BWBR becomes aware of any error, omission, or inconsistency in such services or information.

Scope of services clarifications specific to each phase include:

Design Development Phase

Based on the City of Waukesha's approval of the previously developed design, and on the City of Waukesha's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, BWBR shall prepare Design Development Documents for the City of Waukesha's approval.

- The Design Development Documents shall illustrate and describe the development of the approved previously developed concept and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, interior design, site/civil, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

BWBR shall update the estimate of the Cost of the Work prepared in accordance with paragraphs below.

BWBR shall submit the Design Development Documents to the City of Waukesha, advise the City of Waukesha of any adjustments to the estimate of the Cost of the Work, and request the City of Waukesha's approval.

Specific activities provided by BWBR during this Phase include:

- Workshops – BWBR will facilitate a series of three (3) multi-day workshops at the City of Waukesha facility with the project stakeholders focused on design development. These workshops will be structured as follows:
 - Workshop 1 (up to two full days) – Focused on Gathering Design Development Information from Users.
 - Workshop 2 (up to two full days) – Focused on Review of Design and Finishing Collection of Design Development Information.
 - Workshop 3 (up to one full day) – Focused on Finalizing and Approving Design Development content.
- Update Meetings – BWBR will host update meetings via conference call during this phase.
- One (1) Design Development level cost estimate and assistance with budget reconciliation will be provided.
- Up to two (2) presentations by the design team to the Waukesha Common Council.
- Up to one (1) presentation by the design team to the Waukesha Plan Commission.

Construction Document Phase

Based on the City of Waukesha's approval of the Design Development Documents, and on the City of Waukesha's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, BWBR shall prepare Construction Documents for the City of Waukesha's approval.

- The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work.
- The City of Waukesha and BWBR acknowledge that, in order to perform the Work, the Contractor will provide additional information during the Construction Phase, including Shop Drawings, Product Data, Samples and other similar submittals, which BWBR shall review as outlined below under Construction Phase.

BWBR shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

During the development of the Construction Documents, BWBR shall assist the City of Waukesha in the development and preparation of:

1. Procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms;
2. The form of agreement between the City of Waukesha and Contractor; and
3. The Conditions of the Contract for Construction (General, Supplementary and other Conditions).

BWBR shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

BWBR shall update the estimate for the Cost of the Work.

BWBR shall submit the Construction Documents to the City of Waukesha in electronic (PDF) format and advise the City of Waukesha of any adjustments to the estimate of the Cost of the Work.

Specific activities provided by BWBR during this Phase include:

1. Up to four (4) on-site design review/update meetings are included in the proposed scope of services for this phase. These meetings include a final review (page turn) and will be focused on review and verification of final drawing and specification content, and resolving open design issues.
2. Update Meetings – BWBR will host up to four (4) update meetings via conference call during this phase.
3. Provide a 90% review set to the City in PDF form.
4. One (1) Construction Document level cost estimate and assistance with budget reconciliation will be provided.

Procurement (Bidding) Phase

BWBR shall assist the City of Waukesha in bidding the Project by:

1. Participating in a pre-bid conference for prospective bidders; and
2. Preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda.

If the Bidding Documents permit substitutions, upon the City of Waukesha's written authorization, BWBR shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

Construction Phase

BWBR shall provide administration of the Contract between the City of Waukesha and the Contractor.

BWBR shall advise and consult with the City of Waukesha during the Construction Phase Services.

- BWBR shall have authority to act on behalf of the City of Waukesha only to the extent provided in this Agreement.
- BWBR shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall BWBR be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents.
- BWBR shall be responsible for BWBR's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

BWBR shall visit the site approximately every other week or at intervals appropriate to the stage of construction, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents.

- However, BWBR shall not be required to make extensive or continuous on-site inspections to check the quality or quantity of the Work.
- On the basis of the site visits, BWBR shall keep the City of Waukesha reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the City of Waukesha (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

BWBR has the authority to reject Work that does not conform to the Contract Documents with the City's approval.

- Whenever BWBR considers it necessary or advisable, BWBR shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed.
- However, neither this authority of BWBR nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of BWBR to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

BWBR shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the City of Waukesha or Contractor. BWBR's response to such requests shall be made in writing with reasonable promptness.

Interpretations and decisions of BWBR shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings.

- When making such interpretations and decisions, BWBR shall endeavor to secure faithful performance by both City of Waukesha and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. BWBR's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

BWBR shall review and certify the amounts due the Contractor and shall issue certificates in such amounts.

- BWBR's certification for payment shall constitute a representation to the City of Waukesha, based on BWBR's evaluation of the Work as provided herein and on the data comprising the Contractor's Application for Payment, that, to the best of BWBR's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.
- The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by BWBR.

The issuance of a Certificate for Payment shall not be a representation that BWBR has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed

construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the City of Waukesha to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

BWBR shall maintain a record of the Applications and Certificates for Payment.

BWBR shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. BWBR's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in BWBR's professional judgment, to permit adequate review.

BWBR shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility.

- BWBR's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. BWBR's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, BWBR shall specify the appropriate performance and design criteria that such services must satisfy.

- BWBR shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to BWBR. BWBR's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
- BWBR shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

BWBR shall review and respond to requests for information about the Contract Documents.

- BWBR shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. BWBR's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.
- If appropriate, BWBR shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

BWBR shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

BWBR may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time.

- Subject to paragraphs below, BWBR shall prepare Change Orders and Construction Change Directives for the City of Waukesha's approval and execution in accordance with the Contract Documents. BWBR shall maintain records relative to changes in the Work.

At Project completion BWBR shall:

1. Conduct inspections to determine the date of Substantial Completion and the date of final completion;
2. Issue Certificates of Substantial Completion;
3. Forward to the City of Waukesha, for the City of Waukesha's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
4. Issue a final Certificate for Payment based upon a final inspection indicating that, to the best of BWBR's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

BWBR's inspections shall be conducted with the City of Waukesha to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

When Substantial Completion has been achieved, BWBR shall inform the City of Waukesha about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

BWBR shall forward to the City of Waukesha the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the City of Waukesha against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

Specific activities provided by BWBR or their Consultants during this Phase include:

1. Site visits approximately every two (2) weeks during such time that significant activity is occurring on site.
2. Up to two (2) reviews of each Shop Drawing, Product Data item, sample or similar submittal of the Contractor.
3. One (1) Substantial Completion Inspection.
4. One (1) Final Completion Inspection.

The following services will be provided as part of the Basic Services identified above.

- Skyway Structural Engineering and Transit Center Parking Garage Addition/Renovation Design services related to:
 - 1,650 GSF skyway spanning over North Street from City Hall to the existing Transit Center Parking Garage.
 - Addition of an elevator and lobby, and modifications to the existing Transit Center Parking Garage.
 - Minor renovation of an existing ground level parking area to create a secure fleet vehicle storage area and an enclosed supply storage room.
 - Design and documentation of wayfinding signs in renovated areas.
 - Code review of the existing Transit Center Parking Garage.
 - Design and Construction Administration phase services as described above.
- Signage Design – BWBR will provide design services related to the design of up to one (1) exterior monument sign, and one (1) building-mounted sign, and interior wayfinding signs and

room/workstation signs and code-related signs. These services include and are limited as follows:

- Consultation with Owner in determining final signage design from vendors' standard models, create wayfinding documentation, and signage schedule.
- Coordination with City's selected vendor on scope, design intent and model/material selections. Assumes vendor(s) will provide final specifications and installation documents. BWBR to serve as resource to signage vendor regarding design intent.
- Contractor to obtain any required permits for exterior signage.
- Up to one (1) meeting with Owner and/or vendor to discuss design intent and material selection.
- Audio/Visual (AV) Design including:
 - Documentation of infrastructure/pathways for power and low-voltage cabling only.
- Security Systems Design including:
 - Documentation of infrastructure/pathways for power and low-voltage cabling only.
- Record documents including:
 - Obtain and transfer Contractor field markups to the City.
 - Provide a copy of Construction Documents in AutoCAD and PDF formats.

SCOPE OF OPTIONAL SERVICES – IF AUTHORIZED BY THE CITY

The following services have been identified as optional services for consideration by the City. It is proposed these optional services be provided concurrent with the Basic Services identified above, for additional compensation as identified in "Compensation" below.

- Furniture Design – BWBR will provide design assistance for furniture selection and procurement including the following services and limitations:
 - One (1) Furniture Kick-off meeting with City and Furniture Vendor.
 - Communicate design intent, and participate in furniture design with City's selected vendor to allow furniture/materials selection and procurement through pre-negotiated contracts.
 - Provide furniture layout plans and documentation related to furniture selected, finishes, and colors. This proposal assumes vendor(s) will provide final specifications and installation documents. BWBR to serve as resource to the City's selected vendor regarding design intent.
 - Participation in one (1) Furniture Fair meeting at Waukesha to evaluate samples
 - Furnishings will be procured by the City with a pre-negotiated contract with a furniture vendor, outside of the General Contract for Construction.
 - Two (2) furniture installation site visits.
 - One (1) furniture punch list site visit.
- Audio/Visual (AV) Design including:
 - AV space planning and infrastructure design
 - Two (2) Design Development and one (1) Construction Documents phase meetings.
 - Floor plan layouts, video flow, audio flow, control flow and AV equipment lists, infrastructure requirements including cable and termination specifications, and estimated AV budget.
 - Drawings and specifications for all aspects of the AV systems suitable for competitive bidding.
 - Developing a separate bid package for the AV equipment. This bid package will be issued during the Construction phase as part of the General Contractor contract.
 - One (1) Construction Administration phase site visit.
- Security Systems Design including:

- Design of security systems: electrified door hardware, access control systems, video surveillance and intrusion detection systems.
- Two (2) Design Development and one (1) Construction Documents phase meetings.
- Includes building core and shell, interior spaces, site perimeter and grounds.
- Coordinate security design and systems with City of Waukesha's selected Security Vendor. The security work will be part of the General Contractor's contract.
- One (1) Construction Administration phase site visit.
- LEED Certification including:
 - Design, documentation and administrative services related to the pursuit of LEED Certification.
 - Energy modeling.
 - All LEED related fees required by the U.S. Green Building Council (USGBC) shall be paid directly by the City of Waukesha.
- Fundamental Commissioning Services including:
 - To meet LEED requirements for major systems.
- Environmental Signage Design
 - Design of large-scale, environmental graphics in lobby spaces.
 - BWBR to find image(s) and produce graphic for specific area (multiple concepts).
 - One (1) design meeting with Owner.
 - One (1) meeting for Owner approval.
 - BWBR size to fit field verification measurements and send to printer.
 - BWBR to coordinate with printer to approve E-proofs and strike-offs.
- Acoustical Consulting
 - For the Council Chamber/Courtroom space only.
 - Address acoustical issues such as sound transmission, building vibration, mechanical system noise & vibration. and interior acoustic finishes for general comfort and reverberation control.
 - Two (2) Design Development and one (1) Construction Documents phase meetings.
 - Main mechanical and electrical equipment noise and vibration control.
 - Acoustical separation and privacy between spaces.
 - Interior acoustical review and recommendations for finishes to control reverberation and enhance speech intelligibility.
 - Mechanical and electrical distribution noise and vibration control.

DESIGN TEAM

This proposal includes the following design team:

Architecture/Interior Design: BWBR Architects, Inc. (BWBR)

Mechanical/Electrical/IT Design and Engineering: Ring & DuChateau, Inc. (R&D)

Audio Visual Design: Shen Milson & Wilke

Structural Engineering: Pierce Engineers (Pierce)

Civil Engineering and Site/Landscape Architecture Design: raSmith

Cost Estimating: Hunzinger Construction Company

City Liaison: Allume Architects (Allume)

SCHEDULE

This proposal assumes services will begin in October 2018 with the following major milestones:

Completion of Design Development Phase	January 2019
Completion of Construction Document Phase	May 2019
Completion of Bidding Phase	April 2019
Completion of Construction Phase	September 2020

DELIVERABLES

Deliverables will comply with the AIA B101 Standard Form of Agreement Between Owner and Architect, and as noted in Scope of Services.

- One (1) copy of Construction Documents in AutoCAD and PDF formats.

ASSUMPTIONS

The construction services procurement and delivery method for the Project will be competitive bidding following a prequalification process conducted by the City of Waukesha.

The City of Waukesha shall retain the following consultants and contractors: Geotechnical Engineer, Site Surveyor.

BWBR may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of BWBR, any Additional Services provided in shall entitle BWBR to compensation and an appropriate adjustment in BWBR's schedule.

BWBR shall not be responsible for City of Waukesha's directives or substitutions, or for the City of Waukesha's acceptance of non-conforming Work, made or given without BWBR's written approval.

BWBR shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. BWBR shall respond to applicable design requirements imposed by those authorities and entities.

BWBR shall assist the City of Waukesha in connection with the City of Waukesha's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

If the services covered by this Agreement have not been completed within Twenty Four (24) months of the date of this Agreement, through no fault of BWBR, extension of BWBR's services beyond that time shall be compensated as Additional Services.

The City of Waukesha shall establish the City of Waukesha's budget for the Project, including (1) the budget for the Cost of the Work as defined in paragraphs below; (2) the City of Waukesha's other costs; and, (3) reasonable contingencies related to all of these costs. The City of Waukesha shall update the City of Waukesha's budget for the Project as necessary throughout the duration of the Project until final completion. If the City of Waukesha significantly increases or decreases the City of Waukesha's budget for the Cost of the Work, the City of Waukesha shall notify BWBR. The City of Waukesha and BWBR shall thereafter agree to a corresponding change in the Project's scope and quality.

The City of Waukesha shall identify a representative authorized to act on the City of Waukesha's behalf with respect to the Project. The City of Waukesha shall render decisions and approve BWBR's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of BWBR's services.

The City of Waukesha shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

The City of Waukesha shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

The City of Waukesha shall coordinate the services of its own consultants with those services provided by BWBR. The City of Waukesha shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

The City of Waukesha shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

The City of Waukesha shall provide prompt written notice to BWBR if the City of Waukesha becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in BWBR's Instruments of Service.

The City of Waukesha shall include BWBR in all communications with the Contractor that relate to or affect BWBR's services or professional responsibilities. The City of Waukesha shall promptly notify BWBR of the substance of any direct communications between the City of Waukesha and the Contractor otherwise relating to the Project. Communications by and with BWBR's consultants shall be through BWBR.

Before executing the Contract for Construction, the City of Waukesha shall coordinate BWBR's duties and responsibilities set forth in the Contract for Construction with BWBR's services set forth in this Agreement. The City of Waukesha shall provide BWBR a copy of the executed agreement between the City of Waukesha and Contractor, including the General Conditions of the Contract for Construction.

The City of Waukesha shall provide BWBR access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide BWBR access to the Work wherever it is in preparation or progress.

For purposes of this Agreement, the Cost of the Work shall be the total cost to the City of Waukesha to construct all elements of the Project designed or specified by BWBR and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the City of Waukesha. The Cost of the Work does not include the compensation of BWBR; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the City of Waukesha.

The City of Waukesha's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required. Evaluations of the City of Waukesha's budget for the Cost of

the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by BWBR, represent BWBR's judgment as a design professional. It is recognized, however, that neither BWBR nor the City of Waukesha has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, BWBR cannot and does not warrant or represent that bids or negotiated prices will not vary from the City of Waukesha's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by BWBR.

In preparing estimates of the Cost of Work, BWBR shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the City of Waukesha's budget. BWBR's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques.

If at any time BWBR's estimate of the Cost of the Work exceeds the City of Waukesha's budget for the Cost of the Work, BWBR shall make appropriate recommendations to the City of Waukesha to adjust the Project's size, quality, or budget for the Cost of the Work, and the City of Waukesha shall cooperate with BWBR in making such adjustments.

If the City of Waukesha's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the City of Waukesha shall:

1. Give written approval of an increase in the budget for the Cost of the Work;
2. Authorize rebidding or renegotiating of the Project within a reasonable time;
3. Terminate in accordance with this Agreement;
4. In consultation with BWBR, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
5. Implement any other mutually acceptable alternative.

If the City of Waukesha chooses to proceed under Item 4 above, BWBR shall modify the Construction Documents as necessary to comply with the City of Waukesha's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Item 1 above. If the City of Waukesha requires BWBR to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the City of Waukesha's budget for the Cost of the Work due to market conditions BWBR could not reasonably anticipate, the City of Waukesha shall compensate BWBR for the modifications as an Additional Service; otherwise BWBR's services for modifying the Construction Documents shall be without additional compensation. In any event, BWBR's modification of the Construction Documents shall be the limit of BWBR's responsibility.

BWBR 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.

BWBR shall have the right to include photographic or artistic representations of the design of the Project among BWBR's promotional and professional materials. BWBR shall be given reasonable access to the completed Project to make such representations. However, BWBR's materials shall not include the City of Waukesha's confidential or proprietary information if the City of Waukesha has previously advised BWBR in writing of the specific information considered by the City of Waukesha to be confidential or proprietary. The City of Waukesha shall provide professional credit for BWBR in the City of Waukesha's promotional materials for the Project.

The City of Waukesha will establish a Core Group of project stakeholders to serve as the primary point of contact, providing direction to the design team, and making decisions for the project.

Update meetings may be via conference call.

Geotechnical and site survey information will be provided by others. BWBR agrees to assist in procurement of these services, but they will be contracted, and paid for, by the City of Waukesha.

Fees required by governing authorities, if required during this phase, will be paid directly by the City of Waukesha.

The Construction/Bidding Documents will be issued as a single bid package, except for the AV equipment package and furniture package.

Construction will be completed in a single phase with a single date of Substantial Completion.

Systems and material testing and detailed analysis of existing conditions are not included in the scope of this proposal.

Furniture Design Services:

- Furniture budget of approximately \$1,435,000
- Assumes all new furniture, with minimal reuse
- Assumes no inventory of existing furniture by BWBR

Design of traffic control and revenue equipment in the existing Transit Parking Garage is excluded.

Acoustic testing and calculations for existing spaces and/or LEED certification are excluded.

The design of any electronic room scheduling systems, telephone systems and CATV systems will be provided by the Owner.

Security system design excludes threat assessment and blast/ballistic consulting.

COMPENSATION

Compensation for Basic Services

BWBR proposes to provide these services for a lump sum fee of One Million One Hundred and Seventy-Four Thousand One Hundred Dollars (\$1,174,100), based on 5.9% of the construction cost.

Compensation for Optional Services

BWBR proposes to provide the Optional Services identified above for the lump sum fees listed below, if authorized by the City:

- | | |
|-------------------------------|-----------------------|
| ▪ Furniture Design | \$88,000 |
| ▪ A/V Design | \$TBD, based on scope |
| ▪ Security Design | \$TBD, based on scope |
| ▪ LEED Certification Services | \$101,000 |
| ▪ Fundamental Commissioning | \$27,500 |
| ▪ Acoustical Consulting | \$6,700 |

- Signage: Environmental Graphics \$7,000

Reimbursable expenses are in addition to this fee, will be billed at one and one-tenth (1.10) times cost to BWBR, and include, but are not limited to out-of-town mileage, meals and lodging; parking, reproduction, delivery, video conferencing, presentation and display boards. Reimbursable expenses for this design phase are estimated at Ten to Twelve Thousand Dollars (\$10,000-\$12,000).

Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of BWBR's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of BWBR.
(Insert rate of monthly or annual interest agreed upon.)

1.00 % monthly

The City of Waukesha shall not withhold amounts from BWBR's compensation to impose a penalty or liquidated damages on BWBR, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless BWBR agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

OTHER TERMS

Upon acceptance of this proposal, the City of Waukesha shall prepare a Professional Services Agreement referencing this proposal to more fully delineate the terms of the Agreement.

If this proposal is acceptable, please return a signed copy to us as authorization to proceed.

Respectfully submitted,

Accepted:

BWBR ARCHITECTS, INC.

CITY OF WAUKESHA


Thomas M. Hanley, AIA
Principal

By Shawn N. Reilly, Mayor

Date: 10/4/2018

Date: _____

To certify that funds are provided for payment:

Richard L. Abbott, Director of Finance

Attested by Gina L. Kozlik, City Clerk

Date: _____

Date: _____

TH/jk

For professional licensure, visit bwbr.com/licenses-registrations

Attachments: BWBR and consultant hourly rates schedules



2018 Billing Rates

EMPLOYEE CLASSIFICATION	HOURLY RATE
Principal	\$278
Associate Principal	\$266
Senior Project Designer	\$259
Senior Project Manager	\$226
Senior Project Planner	\$224
Specification Writer	\$211
Construction Administrator	\$211
Quality Assurance Specialist	\$211
Senior Code Analyst	\$211
Senior Administrative Staff	\$201
Project Manager	\$201
Project Planner	\$201
Senior Project Architect	\$192
Design Leader	\$192
Senior Job Captain	\$189
Senior Interior Designer	\$181
Design Researcher	\$181
Project Architect	\$166
Job Captain	\$165
Staff Architect	\$165
Architectural Intern	\$157
Senior Graphic Designer	\$157
Senior BIM Technician	\$156
Interior Designer	\$139
Graphic Designer	\$139
BIM Technician	\$139
Administrative Staff	\$122
Student	\$ 83

Billing rates will be adjusted annually on January 1st in accordance with normal salary review practices of BWBR Architects, Inc.



13500 Watertown Plank Rd. Suite #205
Elm Grove, WI 53122
O: 262-825-4787
m: 262-720-9702
www.allumearchitects.com

Allume Architects LLC rate schedule for a time and materials fee

Consulting/Principal	\$150.00/hr.
Manager, Architect III	\$132.00/hr.
Designer II	\$95.00/hr.
Designer I	\$80.00/hr.
Interns	\$60.00 - 72.00/hr.

An example of reimbursable miscellaneous expenses billed separately from hourly fees are, but not limited to:

- mileage, travel expenses, printing, plotting, reproduction, fees, permits

Terms:

- invoices over 30 days will be charged 1% interest per month unless other terms are agreed upon.

Hunzinger Construction Company

EMPLOYEE CLASSIFICATION	HOURLY RATE
Senior Estimator	\$150
Project Leader	\$150



HOURLY FEE SCHEDULE 2018

HOURLY FEE SCHEDULE:

▪ Principal	\$195/hr
▪ Vice Principal	\$165/hr
▪ Associate	\$140/hr
▪ Restoration Manager	\$130/hr
▪ Project Manager	\$130/hr
▪ Senior Structural Engineer	\$130/hr
▪ Structural Engineer	\$125/hr
▪ Senior Structural Designer	\$115/hr
▪ Structural Designer	\$95/hr
▪ Senior Structural Technician	\$90/hr
▪ Structural Technician	\$85/hr
▪ Clerical	\$55/hr

DIRECT EXPENSES WILL BE INVOICED AS FOLLOWS:

Off-site Services.....	1.10 times cost
Copying, photography, shipping, etc.	
Off-site Plotting	\$3.00 per plot
Mileage	\$0.545 per mile
Overnight Travel.....	1.10 times cost
Airfare, hotel, meals, etc.	

**PROFESSIONAL FEES RATE SCHEDULE
 GENERAL 2018 RATES**

<u>ENGINEERING SERVICES</u>	<u>2018 PER HOUR</u>
Principal-In-Charge.....	\$216
Division Director	\$192
Senior Project Consultant.....	\$175
Senior Project Manager.....	\$157
Project Manager	\$144
Senior Project Engineer.....	\$144
Project Engineer	\$137
Civil Engineer	\$ 96 - \$128
Engineering Technician	\$ 70 - \$123
Planner	\$102 - \$144
Landscape Architect.....	\$132 - \$153
Landscape Technician.....	\$109
Irrigation Designer	\$141
Ecologist.....	\$110 - \$132
Senior Structural Engineer	\$125 - \$175
Structural Engineer.....	\$100 - \$130
Structural CAD Technician	\$ 80 - \$ 98
 <u>SURVEYING SERVICES</u>	
Survey Director.....	\$150
Senior Project Manager.....	\$142
Project Manager	\$129
2-Member Field Crew GPS/Robotics	\$192
Field Person GPS/Robotics.....	\$132
GPS Equipment.....	\$ 27
Project Surveyor	\$110
Survey Technician	\$ 80 - \$107
3D Laser Scan Project Manager	\$129
3D Laser Scan Technician	\$ 95
2-Member Field Crew w/Scanner	\$286
3-Member Field Crew w/Scanner	\$372
 <u>CONSTRUCTION SERVICES</u>	
Construction Services Manager	\$155
Construction Technician	\$ 83 - \$135
 <u>GIS & VISUALIZATION SERVICES</u>	
GIS Project Manager	\$129 - \$146
GIS Technician	\$ 80 - \$114
Visualization Services Manager	\$124
Visualization Technician	\$105 - \$116
 <u>IT & ADMINISTRATIVE SERVICES</u>	
Computer Services	\$168
Grants Specialist	\$114
Project Technician	\$ 79
Litigation/Expert Witness	\$254 - \$276

Ring & DuChateau, LLP

EMPLOYEE CLASSIFICATION	HOURLY RATE
Principal In Charge, Mechanical PM	\$140
Electrical PM, Project PM	\$135
Plumbing / FP PM	\$140
Telecommunications Systems Designer	\$100
Lighting Designer	\$110