

**Consulting Services Contract**  
**City of Waukesha – StrucRite, Inc.**  
**Project Name: 2022-2023 Structural and Architectural Services**

This Contract is by and between the City of Waukesha, a Wisconsin municipal corporation, referred to herein as the City; and StrucRite, Inc., 805 Clinton St., Waukesha, WI 53186, referred to herein as the Consultant. Together, the City and Consultant are referred to as the Parties.

**Recitals**

The City published a Request for Proposals, referred to as the RFP, for consulting services in connection with the following Project:

**2022-2023 Structural and Architectural Services**

The RFP contained a specific Scope of Work to be incorporated into the successful bidder's contract.

The Consultant submitted a proposal in response to the RFP, and was selected by the City to be awarded the contract for the Project.

The Consultant is willing to perform consulting services according to the Scope of Work stated in the RFP and the Consultant's responsive Proposal, as modified by the Parties, and to accept the award of the contract for the Project.

Now, therefore, the City and the Consultant agree and contract as follows:

1. **Scope of Work.** The Consultant shall perform the Work described on Schedule A-Scope of Work and Schedule B-Price, according to the terms and conditions of this Contract. Schedule A and B are incorporated into this Contract by reference.
2. **Standard of Work.** Consultant will perform the Work according to generally-accepted industry practices and the highest standards of the professions of the individual employees performing the Work for Consultant.
3. **Payment.** The City shall pay to Consultant the hourly wages in the attached proposals for performance of the Work in compliance with the terms and conditions of this Contract. Consultant shall invoice the City, monthly. All invoices shall be payable net 30 days.
4. **Time.** Consultant shall commence the Work as promptly after execution of this Contract as is possible, and shall complete the Work no later than December 31, 2023, subject only to delays for circumstances beyond Consultant's control, provided Consultant re-commences work promptly in good faith upon the return of normal circumstances.
5. **Ownership of Work Product.** All materials produced in the performance of the Work shall be the sole property of the City, and shall be kept confidential and not disclosed to any third party without the prior written permission of the City.
6. **Changes.** This Contract can only be amended by the written, mutual agreement of the Parties. No change to the scope of the Work, or the total amount to be paid to Consultant, shall be effective unless done by the written mutual agreement of the Parties.
7. **Indemnification.** Consultant shall indemnify, defend, and hold the City and its officials and employees harmless from any and all third-party claims, demands, causes of action, lawsuits, judgments, penalties, and other liabilities of any kind to the extent that they arise out of or in connection with Consultant's performance of the Work, including court costs and actual attorney fees.

8. **Insurance.** Consultant shall maintain insurance of the following kinds and for not less than the following limits, at Consultant's sole expense, at all times during the performance of the Work. Policies shall be occurrence, and not claims-made, policies, except for professional errors and omissions policies. Consultant shall obtain an endorsement making the City an additional insured, and Consultant's insurance shall be primary, not excess, and non-contributory. All policies shall be from insurers licensed to issue such policies in Wisconsin. Upon the execution of this Contract, Consultant shall deliver a certificate of insurance to City showing that all requirements of this section are met.
  - a. Commercial general liability, including products-completed operations, \$1,000,000 per occurrence, \$2,000,000 aggregate per project.
  - b. Automobile liability, \$1,000,000 bodily injury, \$1,000,000 property damage.
  - c. Excess liability-umbrella, \$5,000,000.
  - d. Worker compensation, statutory requirements.
  - e. Professional liability-errors and omissions, \$2,000,000, with extended-reporting period endorsement.
9. **Record Keeping.** Consultant shall keep all documents and records generated in the performance of the Work for no less than 7 years after completion of the Work, and shall make them available to the City at the City's request. Consultant acknowledges that such documents and records may be subject to Wisconsin's Open Records Law.
10. **Cooperation by City.** The City shall cooperate with the Consultant in the performance of the Work, and shall respond timely to all reasonable requests for information and access.
11. **Parties Are Independent Contractors.** Nothing in this Contract shall be construed to create any relationship between the Parties other than independent contractors. Unless specifically provided in this Contract, the Parties are not agents for one another, have no authority to bind the other to contracts, and have no vicarious liability for the other's acts or omissions.
12. **Governmental Immunities, Liability Limits, and Notice Requirements Preserved.** Nothing in this Contract shall be construed to be a waiver or modification of the governmental immunities, notice requirements, or limitations of liability imposed by Wis. Stats. §893.80 or any other law.
13. **Permits and Licenses.** Consultant shall be responsible, at Consultant's expense, for obtaining all permits and licenses required for the performance of the Work.
14. **Assignment Prohibited.** This Contract, and the Consultant's responsibility to perform the Work under this Contract, may not be assigned by the Consultant without the City's written consent.
15. **Notices.** All notices required by this Contract, and all other communications between the Parties, shall be addressed as follows:

To the City:           Attention Katie Jelacic, P.E.  
                                   City of Waukesha  
                                   201 Delafield Street  
                                   Waukesha WI 53188

To Consultant:       Attention Boyd Coleman III, P.E.  
                                   StrucRite, Inc.  
                                   805 Clinton St.  
                                   Waukesha, WI 53186

16. **Corporate Authorization.** The individuals executing this Contract on behalf of the Consultant warrant and represent that they are duly authorized to bind the Consultant to this Contract. Consultant warrants and represents that the execution of this Contract is not prohibited by the Consultant's articles of incorporation, by-laws, operating agreement, or other internal operating orders, or by any applicable law, regulation or court order. Consultant shall provide proof upon request.
17. **Assistance of Counsel, Voluntary Contract.** The Consultant acknowledges that it has either had the assistance of legal counsel in the negotiation, review and execution of this Contract, or has voluntarily waived the opportunity to do so; that it has read and understood each of this Contract's terms, conditions and provisions, and their effects; and that it has executed this Contract freely and not under conditions of duress.
18. **Adequacy of Consideration.** The Parties acknowledge that the consideration expressed in this Contract is adequate and sufficient to make the obligations contained in this Contract binding upon the Parties.
19. **Costs of Enforcement.** The Parties agree that in the event legal action is necessary to enforce any term or condition of this Contract, then the breaching Party will pay the non-breaching Party's costs incurred in such legal action, including actual attorney fees. If a judgment is taken, then costs of enforcement will be added to the judgment, subject to statutory governmental immunities and liability limits.
20. **Severability.** If any term of this Contract is held unenforceable by a court having jurisdiction, then to the extent the unenforceable term can be severed from the remainder of this Contract without affecting the enforceability of the remainder of this Contract or substantially frustrating its purpose, it will be so severed, and the remainder of this Contract will remain in effect and enforceable.
21. **Survival and Parties Bound.** Unless specifically limited in this Contract, any term, condition or provision of this Contract will survive the execution of this Contract or any stated time periods, to the extent necessary for their performance. This Contract is binding upon, and inures to the benefit of, the Parties' successors, assigns, heirs, executors, trustees and personal representatives.
22. **Governing Law and Jurisdiction.** This Contract will be construed and enforced according to the laws of Wisconsin. If a lawsuit arises out of this Contract, it shall be filed in the state Circuit Court for Waukesha County, Wisconsin. The Parties consent to personal and subject-matter jurisdiction in Wisconsin, and waive all jurisdictional defenses.
23. **Integration, Construction of Contract.** This Contract constitutes the entire agreement of the Parties formed as a result of the City's RFP and the Consultant's responsive proposal. All other agreements and understandings of the parties with respect to the subject matter expressed in this Contract are unenforceable. If there are any conflicts among the terms of this Contract and any documents incorporated into this Contract, including Schedule A, then the terms of this Contract shall control.
24. **Termination.** Either party may terminate this Contract without cause by giving written notice of termination to the other party, with termination to occur no sooner than 20 days after delivery of the notice. Upon termination, Consultant shall be paid for all Work completed as of the date of termination.
25. **Limitation of Liability.** Consultant shall not be liable for incidental or consequential contract damages. There shall be no other limitations of Consultant's liability.
26. **Confidentiality; Public Records.** All documents created pursuant to this Contract, and all documents delivered to the City, are public records and will be subject to disclosure to the public under Wisconsin's Open Records law.
27. **Effective Date.** This Contract shall be effective as of the latest date of execution shown below.

**City of Waukesha**

\_\_\_\_\_  
By Shawn N. Reilly, Mayor  
Date: \_\_\_\_\_

\_\_\_\_\_  
Attested by Gina L. Kozlik, City Clerk  
Date: \_\_\_\_\_

To certify that funds are provided for payment:

\_\_\_\_\_  
Bridget M. Souffrant, Director of Finance  
Date: \_\_\_\_\_

**StrucRite Inc.**

\_\_\_\_\_  
By (print name) \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
By (print name) \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Schedule A**  
**Scope of Work**

**2022-2023 STRUCTURAL AND ARCHITECTURAL SERVICES**

The City of Waukesha structural and architectural services for 2022 and 2023 construction projects. The number of projected hours is not estimated at this time and may vary.

A few known projects for 2022 are listed below:

- The design and bidding of a 6,400 sq. ft. Out Building
- The evaluation and design of replacement exterior concrete steps in a park
- Analysis of existing block retaining wall and replacement if needed in a park
- Replacement of existing wood deck with a composite material deck
- Preliminary Foundation Design for Prefabricated Training Burn Building
- Review of existing block wall to determine if new door could be cut in.

A fixed hourly rate will be paid for the time required to complete the assigned tasks.

**Scope of Services that may be Provided by the Consultant:**

- Structural analysis of existing structure
- Design Development
- Design of Buildings or other structural components
- All Site and Civil Design and Surveying necessary to provide complete bid package
- Provide any digital CAD files in AutoCAD Civil 3D (2020) format to the City
- Preparation of Bid Documents
- Construction Phase Services
- Cost Estimates for specific project may be required prior to beginning the work

**The City will provide:**

- Any existing plans that the City owns will be given to the consultant.
- Any topographic survey data previously completed in AutoCAD Civil 3D (2020) Format.

Friday, January 28, 2022

City of Waukesha  
Katie Jelacic  
201 Delafield Street  
Waukesha, WI 53188

**RE: 2022-2023 Structural & Architectural Services**

Attention Katie Jelacic:

StrucRite, Inc. is pleased to submit this Proposal to provide A/E services providing bid & construction documents with construction administration services in consideration for potential project(s) in 2022 & 2023 scope you generalized in your RFP.

StrucRite is an architectural and structural engineering firm providing a full range of architectural and engineering services. Our project team has extensive experience with all building types and the required design services based on the scope of your project is within our wheelhouse. With our broad experience of clients in both the public and private markets we know we will exceed your expectations. Our in-house project team brings 116 years of combined municipal, commercial, institutional, & residential experience to support your projects.

Your project manager for your project will be Boyd Coleman PE; Boyd has architectural and structural design and project management experience on a variety of projects making him qualified to manage your project and our team. The rest of the team within StrucRite will involve James Morris PE, Jason Romenesko who is a senior designer and will be responsible for majority of CAD work and assist with the design & code review, and Karen Schulist PE who will be responsible for the technical specification writing and CAD. Everyone has insight and experience into all parts of the IBC to assure that

Pending the scope required for civil work basic grading and erosion control work will be done in house. If the project requires basic site photometrics or land scaping StrucRite can provide these services also.

If the scope of civil work is beyond our limits, we will obtain services for Quam Engineering. Please see the attached resumes & billing rates. We would add 5% to Quams rates if we are required to engage their services.

If necessary, StrucRite will team with the following for necessary MEP design services:

- Larry Groser with Eagle Design, LLC for HVAC design
- Pat O'Neil with Patrick O'Neil Plumbing Design for design of the interior plumbing
- Velemir Terzic with VT Power Engineering for electrical design

StrucRite has worked with these designers with Jefferson County on their capital improvement projects over the past 3 years ranging in price from \$500K to \$2.5M and includes preparing as built of existing facilities, office & bathroom remodels, reroofing, window replacement, exterior façade replacement, retaining walls, upgrades to interior & exterior lighting, generator relocations & replacements, HVAC upgrades including boiler, roof top unit replacement and upgrades to controls for VAVs. Civil work included water main & sanitary sewer replacement, repaving of roads, drives, & parking lots.

I have provided an additional document that shows some of our experience for your review.

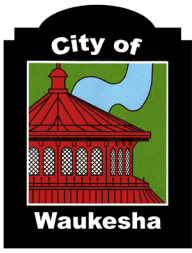
With our design team's capabilities, we can commence immediately discussing the scope of your projects and prepare our expected hours and schedule.

StrucRite, Inc. appreciates the opportunity to submit this proposal. We're eager to discuss project deliverables and are prepared to begin work immediately upon receipt of a written notice to proceed and required insurance and contracts. If there are any questions, please contact us.

Sincerely,

A handwritten signature in black ink, appearing to read 'Boyd Coleman III', written in a cursive style.

Boyd Coleman III, PE  
StrucRite, Inc. President



**CITY OF WAUKESHA ENGINEERING DIVISION  
SCOPE OF SERVICES FOR  
2022-2023 STRUCTURAL OR ARCHITECTURAL SERVICES**

<b>Consultant's Team (Include others as needed)</b>	<b>Hourly Rate*</b>
Structural Engineer – Project Manager Boyd Coleman	\$125 per hour
Structural Engineer James Morris	\$125 per hour
<del>Surveyor</del> See Quams Engineering	
<del>Architect</del> – Project Manager Jason Romenesko	\$95 per hour
<del>Architect</del> Engineer Boyd Coleman	\$125 per hour
Civil and Site Design Engineer Boyd Coleman Limited local grading & erosion control	\$125 per hour

NOTE: We are not licensed surveyors or architects

See Quams Engineering for engineering work as required

StrucRite, Inc.

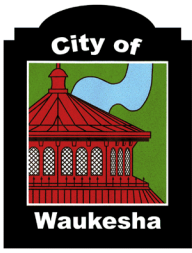
Firm Name

1/28/2022

Agent's Signature Boyd E Coleman III

Date





**CITY OF WAUKESHA ENGINEERING DIVISION  
SCOPE OF SERVICES FOR  
2022-2023 STRUCTURAL OR ARCHITECTURAL SERVICES**

<b>Consultant's Team (Include others as needed)</b>	<b>Hourly Rate*</b>
Structural Engineer – Project Manager	
Structural Engineer	
Surveyor See Quam's Resumes	PLS: \$125/hr Robotic Crew (1 person): \$140/hr Field Crew (2 people): \$155/hr
Architect – Project Manager	
Architect	
Civil and Site Design See Quam's Resumes	Engineer I: \$110/hr Engineer II: \$125/hr Engineer III: \$140/hr

+5% StrucRite

+5% StrucRite

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Agent's Signature

\_\_\_\_\_  
Date

# StrucRite Team Member Experience Summary

**Boyd Coleman, P.E.** Owner, Project Manager, Code Review, Oversight,

- 1983 Bachelor of Science Civil Engineering, (emphasis in structural), 1986 Registered Engineer in the State of WI;
- 4 years as a field engineer in the construction of deep tunnels and a variety of other storm sewer construction and site layout of office and industrial parks;
- 13 year experience in pre-engineered metal buildings; Positions in Engineering, Estimating Manager, and District Manager;
- Founded Struc Rite Design Inc in 1996 and rebranding to StrucRite, Inc. in 2017;
- 30 years experience in design of buildings for multitude of occupancies, work included, estimating, building code evaluation, and the structural engineering of wood, concrete, masonry, and steel framing;
- Building inspections & expert witness for realtors, banks, owners, and attorneys for purchasing and or trouble shooting problem areas consisting of foundations, structural framing, exterior envelopes for condensation and water infiltration; provided methods and options for repair.
- Facade inspections of multistory buildings in the City of Milwaukee;
- 5 years experience of metal retrofit reroofing and included evaluating low sloped roofs;
- Develop job specific designs for special wall and roof systems for the use in new or existing facilities; precast and site tilt up cast panels.
- Continue to learn and use the many uses of BIM, prepare shop drawings and material order lists;
- Using laser scans to produce more accurate site conditions and integrating the scans into BIM.

**Karen Schulist PE** Structural Engineer, Project Manager

- B.S., Architectural Engineering, Milwaukee School of Engineering, Milwaukee, Wisconsin, Registered Engineer in State of WI 1996
- Designed pre-engineered buildings and structures for water and wastewater treatment plants, developed construction documents, cost estimating, writing specifications, and directed draftsman in the production of drawings.
- Collaborated with architects on designs for buildings, to assure adherence to state codes and national standards.
- Review of shop drawings for compliance with construction documents;
- Design and analysis of structures constructed primarily of concrete, metal, wood materials;
- Evaluate mobile home designs to confirm adherence with national standards; consult with manufactures to bring calculations and design into compliance;
- Aid material and product suppliers with writing their product into specifications and assuring that it is properly shown in drawings specific to its use.
- Specification Writer

## **Jason Romenesko** Senior Designer, Project Manager

- BA from UWM 2002 & Associate Degree Architectural Technology from MATC 2004
- Four years experience in residential carpentry;
- Ten years of experience in generating and review of architectural and structural drawings;
- Review shop drawing for compliance with the original intent of the design drawings;
- Knowledge of the IBC Code to design buildings to be code compliant;
- The use of CommChek to determine thermal performance of buildings;
- Experience with AutoCAD, Revit Architecture, and Revit MEP;
- Assist companies with forming a design teams and educating them on the use of Revit;
- Job site inspections for compliance with construction documents;
- Four years of experience in project management of residential remodel projects with responsibilities with creating estimates and proposals, client meetings and managing contractors to meet schedules;

## **James Morris P.E.** Lead Structural Engineer, Project Manager

- 1989 BS Architectural Engineering from Milwaukee School of Engineering, 1993 Registered Engineer in State of WI;
- Tens years of experience as lead designer for design build contractor; responsible for full architectural and structural engineering work.
- Sixteen years of experience with architectural and structural engineering firms. Coordinate the work of the structural/architectural work and with mechanical, electrical, and plumbing disciplines;
- Assist with building designs, architecturally and structurally, in all phases of construction; starting with gathering data on site to determining as built conditions, and reviewing local ordinance, and state codes for compliance.
- Developer of spread sheet programs for structural engineering design work.
- Evaluate buildings envelopes to meet the thermal performance requirements;
- A&E Software experience in AutoCAD, Revit Architecture and Structure, RISA 3d, Enercalc, RAM, Beamchek, Pframe, CStraad, Quickwall, PCA mats, & Consize;
- HVAC Software experience in ComChek, Envstd24x, Trane Ultra load design

# QUAM ENGINEERING, LLC

Residential and Commercial Site Design Consultants



Kevin Parish, PE

## CURRENT POSITION

Project Manager / Milwaukee Branch Manager with Quam Engineering, LLC, with 23 years of experience in providing street and utility designs, grading and erosion control designs, storm water management designs, and permitting for residential and commercial developments.

## EDUCATION

University of Wisconsin – Platteville, B.S. in Environmental Engineering, 1999

## EMPLOYMENT HISTORY

- 2014 – Present Milwaukee Branch Manager, Quam Engineering, West Bend, WI
- 2002 – 2014 Project Manager, Quam Engineering, Madison & West Bend, WI
- 1999 – 2002 Civil Engineer, Mayo Corporation, Madison, WI
- 1999 Plan Reviewer, Wisconsin DNR, Dodgeville, WI

## REGISTRATION

- Professional Engineer
- Wisconsin, February 2005: Registration No. E-37406
- Florida: Registration No. 68506

## RELATIVE PROJECT EXPERIENCE

- ZT Distribution - City of Waukesha
- Foxtown Development - City of Mequon
- Fox Run Development - City of Cedarburg



McKenzie Swartwout, PE

## CURRENT POSITION

Project engineer with Quam Engineering, LLC, with 6 years of experience in providing street and utility designs, grading and erosion control designs, storm water management designs, and permitting for residential and commercial developments.

## EDUCATION

University of Wisconsin – Platteville, B.S. in Civil Engineering, 2015

## EMPLOYMENT HISTORY

- 2020 – Present Project Engineer, Quam Engineering, West Bend, WI
- 2017 – 2020 Project Engineer, MSA Professional Services, Beaver Dam & Baraboo, WI
- 2015 – 2017 Civil Engineer, The Boldt Company, Appleton, WI

## REGISTRATION

- Professional Engineer
- Wisconsin, March 2020: Registration No. 47669-6

## RELATIVE PROJECT EXPERIENCE

- Riverfront Park - Village of Sauk City
- Alcan Drive Reconstruction - Village of Lake Delton
- Fox Run Development - City of Cedarburg

# QUAM ENGINEERING, LLC

Residential and Commercial Site Design Consultants



J. Scott Henkel, PLS

## CURRENT POSITION

Professional Licensed Surveyor with Quam Engineering, LLC, with 34 years of experience in conducting topographical surveys, creating plats of survey, Alta surveys, and certified survey maps.

## REGISTRATION

Professional Licensed Surveyor – Wisconsin 1989; PLS 2495



Joseph David

## CURRENT POSITION

Field Technician with Quam Engineering, LLC, with 3 years of experience in conducting topographical surveys utilizing GIS, robotic total stations, and traditional level and rod.

## EDUCATION

Milwaukee Area Technical College – Associates Degree in Civil Engineering Technology, 2020