

December 18, 2020

Project #115156

**City of Waukesha Police Department**  
1901 Delafield St.  
Waukesha, WI 53188  
Attn: Katie Jelacic

Proposal for: **Design layout and furniture selection for the Police Department if BSI is not awarded the entire furniture project.**

**\*\* DESIGN AGREEMENT \*\***

**Compensation for Services**

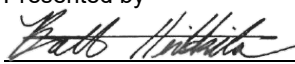
1. Fees for design services to be provided by BSI are based on Seventy-Nine Dollars (\$79.00) per hour for 300 hours. Total fee is \$23,700 and will be billed on an hourly basis, up to but not exceeding the contract amount.
2. Plus applicable tax.

Attachment #1 – Description of Work

**Terms of Payment**

- **50% down payment required**
- All invoices due within 10 days of receipt. Interest at a rate of 2.5% per month will be charged on all delinquent payments.
- No payment shall be withheld on any invoice because of partial delivery of the entire order.
- BSI limits credit card transactions to \$1000.00 per contract, all transactions will be assessed a 4% processing fee.

This proposal is subject to written acceptance within (30) days of its date.  
The terms on the attached are expressly made a part of this agreement.

Accepted by	Date	Presented by	Date
_____			122920
Signature		Brett Heikkila	
_____		Account Executive	
Title		BSI (Building Service Inc.)	

**All sales are final upon receipt of signed proposal or customer purchase order issued to BSI, and accepted by an officer of Building Service Inc.**

  
\_\_\_\_\_  
BSI (Building Service Inc.)  
  
Director of Design  
\_\_\_\_\_  
Title

**ATTACHMENT #1**

**Scope**

Based on preliminary concepts and program criteria as supplied by **City of Waukesha Police Department**, BSI (Building Service Inc.) will provide new design(s) for your office at 1901 Delafield St., Waukesha, WI 53188.

**Owner's Responsibilities**

**City of Waukesha Police Department** shall provide BSI with access to present & future office spaces as well as electronic drawings (if available). Client further agrees to render decisions as expeditiously as necessary for the orderly progress of BSI's work.

**Interior Design Services**

1. Programming Phase
  - a. Review existing architectural plans.
  - b. Review budgets, project goals, project priorities and standards.
  - c. Establish a timeline and schedules.
  - d. Interview key personnel to determine project requirements.
  
2. Schematic Design Phase
  - a. Field verify existing conditions.
  - b. Develop preliminary layouts for typical offices, workstations, conference rooms, support spaces and public spaces.
  - c. Preparation of schematic furnishing selections and plans based on the results of the design program. Plan shall indicate location of walls for most functional use of space.
  - d. Selection of coordinated color schemes for interior finishes and furnishings. All materials shall conform to the architectural concept of the building.
  - e. Prepare preliminary budget estimates of furniture.
  - f. Hours are based on providing a layout and one revision.
  
3. Design Development Phase
  - a. Supply furniture or finish samples to allow for Owner evaluation.
  - b. Prepare furnishing and finish plans after Owner review and input.
  - c. Prepare digital presentation boards illustrating color and finish selections, furniture selections, etc.
  - d. Revise and update budget estimates of furniture.
  
4. Document Phase
  - a. Finalize drawings, specifications and schedule requirements, for the fabrication, procurement, shipment, delivery and installation of all furnishings, window treatment, and accessories.
  - b. Written specifications for all selections listing manufacturer's product numbers, descriptions, quantities, sizes and finishes.
  - c. Submit final proposal.
  
5. Installation Phase
  - a. Review and approve shop drawings and/or sample submissions.
  - b. Make site inspections to review quality and progress of the work.
  - c. Process any change order information to complete as built drawings.
  - d. Review the completed installation to determine conformity with the design concept.

## Fees

1. Reimbursable expenses are in addition to compensation for basic and additional services and will be charged at cost. Reimbursable expenses include all costs incurred by the interior designer and/or consultants in the interest of the project, as outlined below:
  - a. Authorized out-of-town travel and long-distance communications.
  - b. Reproductions and blueprints beyond the three sets included in base bid.
  - c. Postage and handling of drawings, specifications, and other documents.
  - d. Photography, renderings, models, samples and mockups requested by owner.
  - e. Additional insurance coverage requested by the owner in excess of normal BSI limits.
2. Should scope of project change; design hours will be adjusted and submitted to **Police Department** for approval prior to proceeding.
3. Any termination of this Agreement must be in writing. Should the project be stopped for any reason, BSI will be paid for all costs incurred through the date of termination.

## Terms

1. The original plans developed and provided under this Agreement are and shall remain the property of BSI. You are permitted to retain copies of your information and reference in connection with your use and occupancy of facilities covered by this agreement.
2. BSI's performance shall be excused and shall not be liable for any loss of damage resulting from delay or failures to perform due to any consequences, direct or indirect, of events beyond our control.
3. In no event shall BSI be held responsible for special or consequential damages arising from, connected with, or incidental to the services herein described. Liability of BSI in any and all other categories and for any and all cases, shall, in the aggregate, not exceed the fee charges for the services described herein.
4. BSI will incorporate local and International Building Code along with ADA requirements in our design.

### **Design Exclusions unless otherwise stated:**

1. Architectural fees and contract documents.
2. State, local, building permit, plan review and/or occupancy permit.
3. Premium pay, work to be performed during normal working hours.
4. Barrier free work including any and all allowances for ADA upgrades that may be required to bring building into code compliance outside of items listed in specific inclusions.