



Architectural & Engineering Services

Contract for Services

805 Clinton St. Waukesha WI 53186
P: 262.549.3222 / www.srdinc.biz

Client:	City of Waukesha	Submitted By:	Boyd Coleman
Contact:	Melissa Lipska	Project Contact:	Karen Schulist
Address:	1900 Aviation Dr Waukesha, WI 53188	Job Number:	18180
Phone:	262-524-3721	Job Name:	Frame Park Retaining Wall
Email:	MLipska@waukesha-wi.gov	Email:	KarenS@srdinc.biz

StrucRite proposes to furnish the following services for the above-mentioned project. The program of the project to consist of retaining wall replacement and include the following:

1. Project will be designed based on the attached Article A "Criteria of Design";
2. Provide architectural and structural documents for bidding, local permit, and construction purposes;
3. Documents will consist of drawings, specifications, and structural calculations;
 - a. Front end specifications by client;
4. Drawings to include:
 - a. Local site plan with existing and proposed grades and erosion control requirements;
 - b. Retaining wall plan, elevation, wall sections, standard and critical details, schedules as required;
 - c. Guardrail details;
5. Grades will be local and relative existing structures unless city provides grade nearby.
6. Provide job site visits for inspection;
7. Provide digital drawings for state/city review;
8. Provide shop drawing review;
9. Not Included:
 - a. Local review or permit fees;
 - b. Lighting or electrical requirements;
 - c. Soil testing services;
 - d. Survey;
 - e. Civil design for storm water requirements;
 - f. Landscape design for other than mentioned;
 - g. Renderings;
 - h. Photometrics for exterior or interior lighting;
 - i. Evaluation of accessibility to meet the current code requirements;
10. Project shall be completed no later than February 28, 2019.

StrucRite, Inc. proposes the services as indicated above and as accepted by the client for a price of \$ 3,000.00

Signature of Client indicates a contract for services at the indicated price, and agrees with the General Terms and Conditions of Services as state on page 2.

Consultant: StrucRite, Inc.
*Contact Person:

Client:
Authorized Signature:

Submitted By: Boyd E. Coleman

(Print Name)

Boyd E Coleman

(Title)

President

GENERAL TERMS AND CONDITIONS OF SERVICES

1. StrucRite, Inc. will begin services upon written authorization to proceed. Receipt of a signed contract will be considered written authorization. For projects requiring phased services a written authorization of approval of the prior phase and notice to proceed on the subsequent phase must be received prior to commencement of services. Phases will be divided into investigative and report phase, preliminary design phase, final design phase and construction phase.
2. StrucRite, Inc. will bill the Client biweekly with net payment due in thirty (30) days. Past due balances shall be subject to an interest charge at a rate of 1-1/2% per month plus \$25 per month. In addition, StrucRite, Inc. may after giving written notice and seven days suspend service under any agreement until the Client has paid in full all amounts due for services rendered and expenses incurred, including the interest charges on past due invoices.
3. The quoted fees and scope of services constitute the estimate of the fees and tasks required to perform the services as defined. This agreement, upon execution by both parties hereto can be amended, only by written instrument signed by both parties. For those project involving conceptual or process development services, activities often cannot be fully defined during initial planning. As the project progresses facts uncovered may reveal a change in direction, which may alter the scope. StrucRite, Inc. will promptly inform the Client in writing of such situation so that changes in this agreement can be made as required.
4. Costs and schedule commitments shall be subject to change for delays caused by the Owner or Client's failure to provide specified facilities or information or for delays caused by unpredictable occurrences beyond our control including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delay or defaults by suppliers of materials or services, process shutdown, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiations of this agreement. Contract shall expire 6 months after consultant's acceptance. Consultant shall be paid for services to date of termination. Existing contract may be extended or a new contract shall be established prior to proceeding with remainder of project based on approval of revised terms by both client and consultant.
5. StrucRite will indemnify and hold the Client and Client's officers, officials, and employees, harmless from all liabilities and damages arising as a result of StrucRite's negligence or intentional acts, including court costs and actual attorney fees.
6. StrucRite, Inc. will maintain insurance coverage for workers compensation, general liability, automobile liability, and professional liability. StrucRite, Inc. will provide information as to specific limits upon written request. The liability of StrucRite, Inc. to the Client for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverage and amounts which StrucRite, Inc. has in effect.
7. The Client agrees to clarify and define project requirements.
8. Termination of this agreement by the Client or StrucRite, Inc. shall be effective upon seven days written notice to the other party. The written notice shall include the reasons and details for termination. StrucRite, Inc. will prepare a final invoice showing all charges incurred through the date of termination; payment is due as stated in paragraph 2. If the client violates the agreements entered into between StrucRite, Inc. and the Client or if the Client fails to carry out any of the duties contained in these terms and conditions, StrucRite, Inc. may upon seven days written notice, suspend services without further obligation or liability to the Client unless, within such seven day period the Client remedies such violation to the reasonable satisfaction of StrucRite, Inc.
9. Nothing in this agreement shall be construed as a waiver of the notice, immunity, or limitation of damages provisions of Wis. Stats. §893.80.
10. StrucRite, Inc. will provide engineering and architectural services in accordance with generally accepted professional practices.
11. StrucRite, Inc. intends to serve as the Client's professional representative for those services as defined in this agreement, and to provide advice and consultation to the Client as a professional. Any opinions of probable project costs, reviews and observations, and other decisions made by StrucRite, Inc. for the Client are rendered on the basis of experience and qualifications and represent the professional judgment of StrucRite, Inc. However StrucRite, Inc. cannot and does not guarantee that proposals, bids or actual project or construction costs will not vary from the opinion of probable cost prepared by it.
12. This agreement shall not be construed as giving StrucRite, Inc. the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedure of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work of the contractors or subcontractors.
13. This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.
14. This agreement cannot be changed or terminated orally. No waiver of compliance with nay provision or condition hereof should be effective unless agreed in writing duly executed by the parties hereto.
15. This agreement contains the entire understanding between the parties on the subject matter hereof and no representations, judgments, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereof.
16. As required by the Wisconsin Construction Lien Law, StrucRite, Inc. hereby notifies Client that persons or companies furnishing labor or materials for the construction on property owners land may have lien rights on property owner's land and buildings if not paid. Those entitled to lien rights in addition to StrucRite, Inc. are those who contract directly with the Owner or those who give the notice within sixty days after they first finish labor or materials for the construction. Accordingly, Owner probably will receive notices from those who finish labor materials for the construction and should give a copy of each notice received to his mortgage lender, if any.
17. Client agrees to indemnify and hold harmless the StrucRite, Inc. from and against any liabilities, damages and costs (including reasonable attorneys' fees and cost of defense) to the extent caused by the negligent acts, errors and omissions of the client, its employees and agents..
18. The Client and Consultant shall submit all unresolved claims, counterclaims, disputes, controversies, and other matters in question between them arising out of or relating to this Agreement or the breach thereof to mediation prior to either party initiating against the other a demand for arbitration, unless delay in initiating or prosecuting a proceeding in an arbitration or judicial forum would prejudice the Client or the Consultant. Disputes shall be submitted to mediation under the current Construction Industry Mediation Rules of the American Arbitration Association. Unless otherwise agreed in writing, the Consultant shall continue to carry out his responsibilities under this Agreement during any dispute, and the Client shall continue to make payments in accordance with this Agreement.
19. Additional plots and copies of drawings, specifications and calculations are not included beyond what is stated on Page 1. Additional sets can be obtained for 15 cents per square foot plus handling.
20. Number of job site visits is as indicated on Page 1. Additional site visits will be billed at the appropriate rates, plus mileage based on applicable IRS rates.
21. Hourly rates or additional hours for other services provided beyond contract quote will be billed at the following rates:
 - Principal = \$130/hr.
 - Registered Structural Engineer or Architect = \$115/hr.
 - CAD Technician 1 = \$88/hr.
 - CAD Technician 2 = \$70/hr.
 - Office services= \$45/hr.
22. Verifying and redesign of the existing facility for accessibility and means of ingress and egress is not included in this proposal, unless stated on Page 1. If this is required to meet state or local codes, client will be charged at the applicable hourly rates.
23. Client understands that this is a design build project. Client is responsible for notifying StrucRite, Inc., of additional information that is required if not explicitly shown on the design documents or any alterations. Client understands that the contractor and subcontractors shall possess skills in line with trade of construction and be aware and obtain licenses as required by code requirements. Design of the mechanical, electrical, plumbing will be designed by the appropriate subcontractors that are hired by the client, owner, or contractor. Client is responsible for hiring a trained inspector as required by the IBC.

Article A

"Criteria of Design"

1. Retaining Wall:
 - a. Retaining wall will be cast-in-place concrete with texture finish;
 - b. Wall location will be approximately two feet west of current location;
 - c. Top of wall to incorporate a concrete curb with top approximately 6" above new slab (see 4b), bottom of wall will be at lower elevation to accommodate regrading of grassy area with less slope in the east west direction and main the drainage swale in the north south direction;
 - d. Provide drainage system behind wall;
2. Site work:
 - a. Demolition and disposal of existing block retaining wall;
 - b. Removal of all bushes, vegetation, and top soil between existing sidewalk and new retaining wall construction area;
 - c. Grades will be lowered in front of wall side walk grades extended to back side of wall and maintain drainage;
 - d. Grassy area to be reseeded (sodded);
 - e. No other landscape plantings;
3. Guardrail:
 - a. Design and detail of guardrail with toe-kick adjacent to top of retaining wall to utilize horizontal balusters to provide better viewing of baseball diamond;
4. Additional work:
 - a. Address repair of gap between existing parking lot curb and sidewalk;
 - b. Additional concrete slab to be placed between existing sidewalk and new retaining wall;
 - i. Address drainage from this area;