

**PROPOSAL - [REVISED]
CONCEPT AND BUDGET STUDY
for
WAUKESHA PARKS DEPARTMENT – INTERIOR REMODEL**

April 18th, 2018 (initial proposal)
July 27th, 2018 (revised)

Ryan Fisk, Buildings & Facilities Maintenance Supervisor
Waukesha Parks & Recreation Department
1900 Aviation Drive
Waukesha, WI 53188

Dear Ryan,

In response to our meeting and site visit, please find the following Proposal for Architectural Master-planning Services for the above referenced project.

I. BASIS OF THE PROPOSAL

The following information has been provided, or assumptions have been made as the basis for this proposal.

- A. The project includes master-planning a potential reconfiguration of spaces within the Parks and Recreation building located at 1900 Aviation Drive, Waukesha, WI 53188.
- B. The desire is to improve the function of the following activities:
 - 1. Improve the interaction between staff and customers. Currently the service counter is too high, appears to not be ADA compliant, and presents an unwelcoming face to the public.
 - 2. Increase visual privacy for the staff members working directly adjacent to the reception desk.
 - 3. Provide more acoustical privacy for staff members that deal consistently with sensitive phone conversations.
 - 4. Add additional workstations through the possible elimination of a secondary lunch room.
- C. The non-office portions of the building will remain largely unchanged.

II. SCOPE OF WORK

The following Architectural Services have been identified as components of a comprehensive master plan:

A. PROJECT PROGRAMMING:

This informational gathering phase will serve as a basis on which to design the forthcoming concepts. Information gathered and documented shall include:

- 1. Program document stating the size, number, proximities, and other quantitative aspects of the various functions within the renovation area.

2. An optional staff survey gathering opinions of the Parks and Recreation Department employees and their preferences for a re-envisioned space.
3. Interviews with Department heads to gain their input in the design process.

B. CONCEPT DESIGN:

Concept Design drawings for the building will be produced so that a preliminary cost estimate can be developed for use by City officials. Drawings and information included in the Concept Design shall include the following:

1. Proposed floor plans at 1/8" = 1'-0".
2. Diagram of potential phased approaches to the work.
3. Building Code and ADA analysis of the areas undergoing renovations shall be conducted.

C. PRELIMINARY BUDGET:

A planning budget shall be generated using the CSI division format. Budget shall be preliminary in nature and based upon the information given to the architects.

D. MEETINGS:

3-4 Meetings as needed with Parks and Recreation officials to collect data, discuss design concepts, site design, and budget review.

E. FINAL DELIVERABLE:

GCA shall provide the Parks and Recreation Department with five (5) draft copies of the Concept and Budget report and a .pdf file. The Department shall then review and comment. GCA will then revise according to comments and submit five (5) copies of the Final Budget and Concept Study Report summarized and condensed into an 8 1/2"x11" format or 11"x17". An electronic version in .pdf format shall also be submitted.

III. REIMBURSABLE EXPENSES

Normal Reimbursable Expenses include:

- A. Reproduction costs (prints, copies, plots, etc.)
- B. Postage and shipping costs
- C. Photographic expenses
- D. Mileage & transportation expenses

The above reimbursable expenses are included in the lump sum fee.

IV. ADDITIONAL SERVICES

Items outside the scope of this proposal:

- A. Soil or Materials testing.
- B. Plan examination fees or Building Permit fees to State or local authorities.
- C. Site Plan Approval application fees or permit fees to State or local authorities
- D. Hazardous material Studies or Reports; Removal of hazardous materials.
- E. Topographic Survey Services.
- F. Design Development, Construction Drawings, and detailing, beyond that necessary for concept design and preliminary budgeting as described in Scope of Work.
- G. Any consultant engineering costs or fees, should they be required by City.
- H. Additional approval meetings beyond those listed in the scope of work.

Additional Services will be completed only upon written direction from the Parks and Recreation Department. A separate proposal shall be generated for additional services if they are requested.

V. FEE FOR DESIGN SERVICES

Fee Breakdown:

The total fee for the above-described **Architectural Services**, will be a lump sum amount of **\$4,750.00** (Four Thousand Seven Hundred Fifty and 00/100 Dollars), payable monthly in the proportion of work accomplished.

Reimbursable expenses are included in above lump sum fee.

Payment is due upon receipt.

VI. SCHEDULE

The project schedule shall be agreed upon by both parties upon acceptance of this proposal.

We are looking forward to working with you on this interesting project.

Warm regards,



Nick Carnahan
Partner

ACCEPTANCE OF TERMS:

Client:

Date:

GALBRAITH CARNAHAN ARCHITECTS LLC STANDARD TERMS AND CONDITIONS

This proposal is good for 30 calendar days. These Standard Terms and Conditions are material terms of the Professional Services Agreement ("Agreement") by and between Galbraith Carnahan Architects LLC. ("GCA") and the ("Client") listed as the addressee on the proposal letter above:

Standard of Care: GCA shall exercise ordinary professional care consistent with the degree of skill and care exercised by similarly practicing design professionals performing similar services under similar conditions in performing all services under this Agreement, without warranty or guarantee whether expressed or implied.

Additional Services: Client may request or it may become necessary for GCA or its sub-consultant(s) to perform Additional Services in respect of this Agreement. Client shall pay for such Additional Services above and beyond charges for Basic Services set forth in this Agreement. GCA will notify Client in advance of GCA's intention to render Additional Services. Client's failure to instruct GCA not to perform the proposed Additional Service shall constitute Client's acceptance of such Additional Service and agreement to pay for such Additional Service in accordance with the Invoicing & Payment terms of this Agreement.

Latent Conditions: Client acknowledges that subsurface or latent physical conditions at the site that differ materially from those indicated in the project documents, or unknown or unusual conditions that materially differ from those ordinarily encountered may exist. If such latent conditions require a change in the design or the construction phase services, GCA shall be entitled to a reasonable extension of time to evaluate such change(s) and their impact on the project and to prepare such additional design documents as may be necessary to address or respond to such latent conditions. Client shall pay GCA for all services rendered and reimbursable expenses incurred by GCA and its sub-consultant(s), if any, to address, respond to, or repair such latent conditions. Such services by GCA or its sub-consultant(s) shall constitute Additional Services.

Insurance: GCA shall procure and maintain liability insurance policies, including professional liability, commercial general liability, worker's compensation, and automobile liability insurance for the duration of this Agreement and shall, upon request, produce certificates evidencing the maintenance of such coverage's. Should Client desire additional insurance, GCA shall endeavor reasonably to procure and maintain such additional insurance, upon receipt of written request from Client. The Client shall reimburse GCA for any additional premiums or other related costs that Client incurs for the duration of this Agreement, for procurement of additional insurance, without warranty or guarantee, expressed or implied.

Client Responsibilities: Client shall at all times procure and maintain financing adequate to timely pay for all costs of the PROJECT as incurred; shall timely furnish and provide those services, items, and/or information defined in Agreement, as amended; and shall reasonably communicate with and reasonably cooperate with GCA in its performance of this agreement. GCA shall be entitled to rely on the accuracy and completeness of any services, items, and/or information furnished by Client. These terms are of the essence. Client shall indemnify, defend and hold GCA, its present or former officers, employees and sub-consultant(s), fully harmless from any liability or loss, cost or expense (including attorney's fees and other claims expenses) in any way arising from or in connection with errors, omissions or deficiencies in the services, items, and/or information Client is obliged to furnish in respect of this Agreement.

Claims for Consequential Damages: The Client agrees to bring any claims against GCA corporate entity, not any individual owners or employees of the Design Professional firm. The Client and GCA both agree to waive any claims for consequential damages against each other. Neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the Client or GCA, its employees, agents, sub-consultants, or sub-contractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

Invoicing and Payment: Invoices shall be submitted monthly for services rendered with net payment due in thirty (30) days from date of invoice. Invoices remaining unpaid for more than 90 days shall constitute a breach of this Agreement and due cause for immediate suspension or termination of further services by GCA. Client shall not withhold amounts from GCA's compensation to impose a penalty or liquidated damages on GCA, or to offset sums requested by or paid to GCA, for any reason.

Collection Costs: Client shall pay all collection costs GCA incurs in order to collect amounts due from Client under this Agreement. Collection costs shall include, without limitation, reasonable attorneys and collection agency fees and expenses, court fees, collection bonds and GCA staff costs at standard billing rates for GCA's time spent in efforts to collect. Client's obligation to GCA's collections costs shall survive the term of this Agreement or the earlier termination by either party. GCA reserves the right to place claim of lien on project or property if this Agreement is breached. Payments made shall be allocated as follows: (1) first to unpaid collection costs; (2) second to unpaid accrued interest; and (3) last to unpaid principal of the oldest invoice.

Instruments of Service: All original documents prepared for Client by GCA or GCA's independent professional associate(s) and sub-consultant(s) pursuant to this Agreement (including calculations, computer files, drawings, specifications, or reports) are Instruments of Professional Service in respect of this Agreement. Client is granted a nonexclusive license to use the Instrument of Service. GCA shall retain ownership and property interest of the documents therein whether or not the services that are subject of this Agreement are completed or payment received for such services. Unless otherwise confirmed by written Addenda to this Agreement, signed by duly authorized representatives of both Client and GCA, no Instrument of Professional Service in respect of this Agreement constitutes, or is intended to document or depict any "as-built" conditions of the completed Work. Client may make and retain copies for information and reference in connection with the use and occupancy of the completed project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the project, or otherwise. The Client agrees to limit use of the instruments of service to this site-specific project only. Any reuse without GCA's written consent shall be at Client's sole risk and responsibility, and without any liability to GCA, or to GCA's independent professional associate(s) and sub-consultant(s). Further, Client shall indemnify, defend, and hold GCA and GCA's independent professional associate(s) and sub-consultant(s), fully harmless from all liability or loss, cost or expense (including attorney's fees and other claims expenses) in any way arising from or in connection with such unauthorized reuse. Except for the nonexclusive license for Instruments of Service, no other license or right shall be deemed granted or implied under this agreement. Client shall not assign, delegate, sublicense, pledge, or otherwise transfer any license granted herein to another party without the prior written agreement of GCA.

Photographic or Artistic Representation: GCA shall have the right to include photographic or artistic representation of the design of the project. GCA shall be given reasonable access to the completed project to make such representation.

Contractor Submittals: The scope of any review or other action taken by GCA or its sub-consultant(s) in respect of any contractor submittal, such as shop drawings, shall be for the limited purpose of determining if the submission generally conforms with the overall intent of the design of the work that is the subject of this Agreement, but not for the purposes of determining accuracy, completeness, or other details such as dimensioning or quantities, or for substantiating instructions or performance of equipment or systems. GCA shall not be liable or responsible for any error, omission, defect, or deficiency in any contractor submittal.

Pricing Estimates: Neither GCA nor Client has any control over the costs of labor, materials or equipment, over contractors' methods of determining bid prices, or over competitive bidding, market or negotiation conditions. Accordingly, GCA cannot and does not warrant or represent that bids or negotiated prices will not vary from any projected or established budgetary constraints.

Force Majeure: Neither party will be liable to the other for any failure to deliver products or payments as outlined in this agreement for reasons caused by any circumstance outside of each party's reasonable control including but not limited to; an act of God, war, insurrection, riot, strike or other labor dispute, shortage or delay of materials, fire, explosion, flood, government requisition or allocation, breakdown or damage to plant, equipment or facilities, interruption or delay in transportation, embargo, boycott, order or act of civil or military authority, legislation, regulation or administrative rules. Both parties will give prompt notice to the other of any event that falls under this category.

Construction Observation: Unless expressly stated in this Agreement, GCA shall have no responsibility for Construction Observation. If Construction Observation services are performed, GCA's visits to the construction site shall be for the purpose of becoming generally familiar with the progress and quality of the construction, and to determine if the construction is being performed in general accordance with the plans and specifications. GCA shall have no obligation to "inspect" the work of any contractor or subcontractor and shall have no control or right of control over and shall not be responsible for any construction means, methods, techniques, sequences, equipment or procedures (including, but not limited to, any erection procedures, temporary bracing or temporary conditions), or for safety precautions and programs in connection with the construction. Also, GCA shall have no obligation for any defects or deficiencies or other acts or omissions of any contractor(s) or subcontractor(s) or material supplier(s), or for the failure of any of them to carry out the construction in accordance with the contract documents, including the plans and specifications. GCA is not responsible for job site safety, means and methods. Job site safety, means and methods are the responsibility of the Contractor. GCA has no stop work authority.

No Assignment: This Agreement is not subject to assignment, transfer, or hypothecation without the written consent of both parties expressly acknowledging such assignment, transfer, or hypothecation.

Governing Law: This Agreement, as amended, and any disputes or controversies arising in connection with this Agreement shall be governed and resolved by the laws of the State of Wisconsin, without regard to said state's choice of law rules.

Severance of Clauses: In the event that any term, provision, or condition of this Agreement is void or otherwise unenforceable under the law governing this Agreement, then such terms shall be stricken and the balance of this Agreement shall be interpreted and enforced as if such stricken terms never existed.

Integrated Agreement: The parties' final and entire agreement is expressed in the attached proposal letter and these Standard Terms and Conditions. All prior oral agreements or discussions, proposals, and/or negotiations between the parties are merged into and superseded by this Agreement. No term of the parties' Agreement may be orally modified, amended, or superseded.

Client Provided Information: The Design Professional shall have the right to rely on the accuracy of any information provided by the Client. The Design Professional will not review this information for accuracy.

Document Review and Coordination: Unless noted otherwise in the proposal or contract, GCA is responsible for the design, review, and coordination of all drawings and documents produced by GCA and its consultants through and for this contract. Design, review, and coordination of all drawings and documents produced by consultants contracted to other parties, including Client, OWNER, or CONTRACTOR, is the responsibility of the OWNER unless otherwise arranged in this contract or another contract. GCA assumes no liability for errors and omissions associated with or resulting from drawings and documents not designed, reviewed, and coordinated by GCA, unless noted otherwise in this contract.

Rejection of Non-conforming Work: The Design Professional shall have the authority, but not the responsibility, to reject non-conforming work. The Design Professional shall bring any known non-conforming work to the attention of the Client as soon as reasonably possible.

Right of Access: The Design Professional shall have access to the job site whenever work is in preparation or in progress.

Termination: This contract may be terminated by either party for convenience with 30 days written notice, or for cause with 7 days written notice. The project may be suspended by the Client with 30 days written notice. In the event of suspension or termination for convenience, the Client shall pay all expenses incurred prior to the date of notice.

Notice of Lien Rights: AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, CONTRACTOR HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES PERFORMING, FURNISHING, OR PROCURING LABOR , SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED CLAIMANT, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. CLAIMANT AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.