



November 28, 2018

## AGREEMENT FOR ARCHITECTURAL DESIGN SERVICES WAUKESHA PUBLIC LIBRARY | EXTERIOR CANOPY AND CLADDING STUDY

between

Bruce Gay - Director  
Waukesha Public Library  
321 Wisconsin Av  
Waukesha, WI 53186

and

Engberg Anderson, Inc.  
320 E Buffalo, Suite 500  
Milwaukee, WI 53202

Engberg Anderson Project No. TBD

Dear Bruce,

Engberg Anderson is pleased to submit this proposal for architectural design services. This proposal is based on our current understanding of the project. We ask that you review the scope, schedule and fee proposed and identify any concerns or questions in this regard. If the proposal is acceptable, please sign both copies and return one for our records.

### SCOPE OF BASIC SERVICES

#### PROJECT UNDERSTANDING

A 2004 renovation of WPL included a new entry designed by FGM, a firm no longer in business in the Chicago area. A part of that renovation included exterior glazing, vertically suspended sun shade elements and glass entry canopies at the south-west facing new building entry. In recent weeks, failure of two of the glass canopy panels has caused the city to remove all horizontal glass components, and ongoing issues with the mounting hardware and materials have led the City and Library to conclude that the sunscreen panels will also need to be replaced with an alternate design. EA has been asked to review the existing conditions, and to propose alternatives to both the canopy and sunshade components to allow for full function at this main entry.

This proposal is limited to review of the existing condition and documentation, research into alternative materials and/or mounting methods, presentation of options to City and Library staff, and limited development of a preliminary design concept to be priced as part of a new solution.

Engberg Anderson will include in this proposal the services of Pierce Engineers to provide structural review of existing conditions and engineering for any potential solutions proposed. EA has also included the services of Hunzinger Construction to provide professional estimating services for the final selected option. Their work will also include opinions of ranges of cost for preliminary options if multiple options can be identified. One site visit by EA, Pierce and Hunzinger team members to review existing conditions is assumed as part of this scope. No written report or evaluation of existing conditions is assumed but can be added to project scope if requires.

320 E Buffalo St, Suite 500 | Milwaukee, WI 53202 | (414) 944-9000 | [www.engberganderson.com](http://www.engberganderson.com)

MILWAUKEE

MADISON

TUCSON

CHICAGO

Two meetings between EA team members and Library and City staff are assumed to present preliminary options and a developed solution. An additional meeting can be added to present a final solution and cost estimates to Library Board members or City officials if needed.

**PROJECT PARAMETERS**

**Budget**

No budget has yet been established for this work.

**Schedule**

The library desires to implement the desired improvements in a timely manner.

**Owner Supplied Information/Responsibilities**

The City has supplied a complete set of PDF copies of the 2004 construction documents for the renovation. Electronic files for these drawings were delivered but the disc appears to be corrupted, so EA will need to replicate key drawings in order to prepare their work.

**DELIVERABLES**

Within this approach we will produce the following:

- Research and conceptual sketches of options for canopy and sunscreen replacement with conceptual imagery and range of cost data
- Conceptual details and exterior rendering of selected concept
- Written narrative and product data for components of selected concept
- Estimate of probable cost report based on selected concept

During the course of the design process, Engberg Anderson may develop additional drawings or study models for the purpose of further communicating the design intent to both the library and the cost estimating consultant. These materials will be made available to the library for their use.

**FEE PROPOSAL**

**FEE**

Based on the current project understanding, we propose to complete the outlined services for an hourly, not to exceed fee of \$7750.00, broken down approximately as follows:

Engberg Anderson .....	NTE \$4500.00
Pierce Engineers .....	NTE \$1500.00
Hunzinger Construction.....	NTE \$1500.00
Combined Mileage/Expenses .....	NTE \$250.00

If the project goals are accomplished with less effort, the savings in time and fee will accrue to the Library. If additional meetings are desired or required, such meetings will be addressed as an Additional Service.

As with all agreements, if the scope of the work or parameters under which the work is performed are modified, we reserve the right to review the fees related to these modifications and make mutually agreeable adjustments.

### **Progress Payments**

Invoices shall be submitted monthly and shall reflect the status of the work at the time of the invoice. Payments based on the invoices shall be made in accordance with established review and approval procedures. Amounts outstanding shall accrue interest at a rate of 2 points above the prevailing prime rate.

### **Time & Materials Rate Schedule**

Invoices for basic and additional services will be based on time charged to the project during the invoice period. The time will charged based on the attached ***Current Rate Schedule*** up to the limits specified for each service.

### **Reimbursable Expenses**

As noted above as a component of the overall fee, expenses incurred in the course of completing the work will be invoiced to the Client in accordance with the attached ***Reimbursable Expenses Exhibit***. Records of reimbursable expenses shall be included in monthly invoices.

Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect shall be considered a reimbursable expense beyond the limit listed above . The Architect currently maintains the coverages identified in the ***Insurance Coverages Exhibit***.

## **OTHER TERMS**

### **ADDITIONAL SERVICES**

No additional service will be undertaken without a defined scope and written authorization. Any Additional Service will be itemized and invoiced against a limit established and agreed to in writing by both parties. Any additional service shall be invoiced separately to allow tracking of project expenses.

### **USE OF MATERIALS**

The Architect agrees to furnish, upon completion of this Agreement, upon termination and upon demand by the Library, copies of all basic notes and sketches, charts, computations, and any other data prepared or obtained by the Architect pursuant to this Agreement, and without restrictions or limitation as to the use relative to specific Projects covered under this Agreement. In such event, the Architect shall not be liable for the use of such documents by the Library or others.

### **TERMINATION**

Both parties acknowledge each other's right to terminate this agreement with 15 days written notice and without cause. Upon such notification all product of the design effort completed to that point becomes the property of the Library and any fees earned to that point become due.

### **ATTACHMENTS**

The following Exhibits are made part of this agreement:

- Exhibit: Current Rate Schedule
- Exhibit: Reimbursable Expenses
- Exhibit: Insurance Coverages

## ACCEPTANCE

If you have questions concerning any aspect of this proposal, please call. As with all agreements, this document has important legal consequences and you are encouraged to consult with your legal counsel. We ask that an individual authorized to bind the Owner to this agreement sign two copies of the agreement. Keep one for your records, and return the second to us. We will begin work upon receipt of the signed copy.

**For:**  
**ENGBERG ANDERSON, INC.**

**For:**  
**WAUKESHA PUBLIC LIBRARY**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Copied Katie Jelacic, Project Engineer | City of Waukesha; Tom Joy, Accounting | Engberg Anderson  
EA File Name: 182881 WPL Exterior Study 11-28-18.docx

November 28, 2018

## CURRENT RATE SCHEDULE

### Time & Materials Rate Schedule

Invoices for basic and additional services will be based on time charged to the project during the invoice period. The time will charged based on the following schedule up to the limits specified for each service or phase of the project.

Category	Hourly rate	Category	Hourly rate
Partner	\$160	Project Production	\$75 - \$110
Principal	\$120 - \$140	Senior Interior Designer	\$110
Project Team Leader	\$90 - \$120	Interior Designer	\$90-\$110
Project Architect	\$95-\$110	Administrative/Graphics	\$75 - \$110
Project Designer	\$95-\$110		

November 28, 2018

## REIMBURSABLE EXPENSES EXHIBIT

As a component of the Fees included in the Agreement, except where noted otherwise, expenses incurred in the course of completing the work will be invoiced to the Owner in accordance with the following parameters.

- Mileage calculated using the prevailing IRS reimbursement rates.
- Reproductions, plots, standard form documents, postage, handling and delivery of instruments of service.
- Renderings, models and mock-ups other than those normally produced by the architect as a part of the process and requested by the Library will be provided as an additional expense.

November 28, 2018

## INSURANCE COVERAGES EXHIBIT

Engberg Anderson currently maintains the coverages shown, the costs of which are included in the base fees proposed for the project. Additional coverage is negotiated on a project by project basis.

### **COMMERCIAL GENERAL LIABILITY**

\$2,000,000 each Occurrence; \$4,000,000 Annual Aggregate; \$4,000,000 Products/Completed Operations Aggregate; \$1,000,000 Personal Injury

### **BUSINESS AUTOMOBILE**

\$1,000,000 Combined Single Limit, coverage includes hired and non-owned vehicles. Engberg Anderson does not own any vehicles.

### **WORKERS COMPENSATION**

Statutory requirements, Coverage A and applicable federal

### **EMPLOYERS LIABILITY**

\$1,000,000 per Accident/ \$1,000,000 Disease – Policy limits; \$1,000,000 Disease – Each Employee

### **UMBRELLA/EXCESS LIABILITY**

\$5,000,000 per Occurrence/Annual Aggregate

### **PROFESSIONAL LIABILITY**

\$2,000,000 per Claim; \$2,000,000 Annual Aggregate