

Consulting Services Contract
City of Waukesha – Galbraith Carnahan Architects
Project Name: Hillcrest Park Open Air Shelter Concept Design and Construction Documents

This Contract is by and between the City of Waukesha, a Wisconsin municipal corporation, referred to herein as the City; and Calbraith Carnahan Architects, 6528 West North Avenue, Milwaukee, WI 53212, 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:

Hillcrest Park Open Air Shelter Concept Design and Construction Documents

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, according to the terms and conditions of this Contract. Schedule A is 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 \$29,725.00 for performance of the Work in compliance with the terms and conditions of this Contract. Consultant shall invoice the City, monthly. No more than 90% of the Contract Price shall be payable before Consultant's Work is complete and delivered to the City. 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 August 30, 2020, 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
130 Delafield Street
Waukesha WI 53188

To Consultant: Attention Nick Carnahan
Galbraith Carnahan Architects
6528 West North Avenue
Milwaukee, WI 53213

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:

Richard L. Abbott, Director of Finance

Date:_____

Galbraith Carnahan Architects

By (print name)_____

Title:_____

Date:_____

By (print name)_____

Title:_____

Date:_____

SCHEDULE A

1. **Park Background**

Acquired in 1972, as part of the Federal Lands to Parks Program, Hillcrest Park is steeped in rich regional and national history. From 1956 to 1964 Hillcrest Park was one of 8 Nike Command and Control centers that ringed the heavy manufacturing plants around the Milwaukee area during the Cold War.

Tucked within a residential neighborhood, Hillcrest Park is located in the northeast corner of the city just south of E. Main St. This historic site still houses the original blast building, troop quarters, a circular water reservoir and radar tower. The existing mess hall building houses various community functions and is leased as a pistol range. The park has a flat upper portion where the Cold War monuments and newly resurfaced parking lot are located. The southern portion is a mix of wooded and grassy areas that slopes steeply to the south.

A park master plan was adopted in 2017 for Hillcrest Park and is available on the WPRF website at <http://www.waukesha-wi.gov/1011/Current-Park-Plans>. The intent of the master plan is to improve the site as a neighborhood park while celebrating, preserving and enhancing the rich history it offers.

2. **Open Air Shelter Design**

The design of the open-air shelter should be sensitive to the historic nature of the site and should complement existing and improved elements. The structure should be constructed with high quality and durable materials to reduce long term maintenance. Site lighting on and near the building should be added for increased security.

The general concept is to convert it into a covered shelter while maintaining the existing architecture. In this concept, the skeleton of the existing radar towers has been retrofitted with a canopy to serve as a secondary shelter. A structural inspection will need to be performed by the architectural firm, to determine if the existing skeleton can be retrofitted. If it is deemed that it cannot, the design must add the structural support needed.

Educational signage could be included to explain the radar tower's significance, context on the site and relationship to nearby Missile Park. The shelter should be designed as a possible rental facility as well, with ample gathering space and electric.

An accessible pathway should be constructed from the parking lot to the new shelter.

3. **Scope of Work**

The Architect will:

- Review relevant local, state and federal regulations and policies for their impact on the proposed Open Air Shelter.
- Use the Hillcrest Park Master Plan (by others) as guiding document in understanding site impact and developing design of Open Air Shelter.
- Work directly with City Staff to lead coordination efforts of the project.
- Determine the structural integrity of the existing framework structure.
- Conducting materials testing and analysis to determine appropriate preservation and rehabilitation techniques.
- Create a detailed base map of the site, including one-foot contours, utilities, etc. in AutoCAD Civil 3D format.
- Provide and review soil borings.
- Provide Historic Preservation design and documentation services from Schematic through Construction Documentation phases for Open Air Shelter.
- Provide a concept plan for the shelter and immediate site that reflects the history of the site, including colored perspective renderings.

- Coordinate with the National Park Service to get their approval of the project.
- Provide detailed construction drawings and specifications.
- Lead permitting efforts with the City of Waukesha.
- Assist City Staff with community engagement and outreach with key stakeholders.
- Assume one (1) presentations to general public and one (1) presentations to City committee, the Parks, Recreation and Forestry Board.
- Provide construction administration services.

Preliminary Design:

- Review the current proposal with the City staff to determine possible revisions to the existing program.
- Prepare preliminary designs (design development), along with preliminary cost estimates for budget purposes, for City staff to review.
- Meet with City staff and PRFB to present plans and as necessary to achieve the goals of the project.
- Contact and get approval from the National Park Service (NPS) to proceed with the project.

Final Design (if Authorized):

- After approval by City staff and PRFB, prepare final design plans and specifications.
- Prepare design and bidding documents as necessary for the project.
- Assist the City during bidding process by answering questions and preparing addenda, if appropriate.
- Assist the City staff in recommending the award of the contract and possible alternates.
- Attend pre-bid meeting.
- Provide a digital copy of the plans the City's current AutoCAD format.

Construction Phase Services (If Authorized):

- Attend pre-construction meeting and regular job meetings.
- Review and recommend changes and/or approval of all shop drawings and other submittals, such as material selection.
- Review Change Order requests.
- Review requests for payment to the contractor.
- Make final inspections and prepare punch list for final acceptance.
- Provide 'as built' information on the project to reflect changes to design during construction.
- Review as-built information provided by contractor.
- Note: the fees for Construction Phase Services should be submitted in a separate sealed envelope, separate from the base fees.

Information Available by the City of Waukesha

- City staff can provide additional information regarding the existing park.
- Preparation of Change Orders for the Board of Public Works.
- Distribution of all Addenda to the contract.
- Assist in Bid documents; will provide boiler plate and bid form for specifications.

Proposed Project Schedule

Concept Design, Structural and Soil Investigations	Through Mid May 2019
City, NPS and other Review. Budget Estimates Due	End of June 2019
Design Development	July – August 2019
Permit / Construction Documents	November 2019
Bidding	January 2020
Construction	May 2020 – July 2020 (60 days)
Occupancy	August 2020

April 5th, 2019

Waukesha Engineering Department
Attn: Katie Jelacic
130 Delafield Street
Waukesha, WI 53188

Dear Selection Committee,

We sincerely appreciate the opportunity to present our firm, and our capabilities to you for consideration on the Hillcrest Park open air shelter. As an office of outdoor enthusiasts, a project like this is something that resonates closely with our passions and interests.

A common thread through our projects is that they have unique circumstances requiring a thoughtful and considerate approach. We enter into each relationship with a lack of preconceptions and seek to grow the design and the solution out of the specific circumstances and constraints that the client and site pose. This ensures that the resultant project is one, which has been formed through collaboration and communication rather than an outside imposition of a personally driven ideology.

The repurposing of the Nike radar tower that you're considering fits that mold well. The park is undervalued by the public currently, and investment in the facilities there will likely lead to an increased appreciation. Any modifications to the structures however should seek to preserve the unique historic nature of the site and the spirit of the place that people currently are attracted to. The project should provide the necessary utility of shelter and ADA accessibility, without detracting from the customer experience that currently exists when one visits the park.

We are honored at the invitation to submit this proposal and are excited about the possibility of assisting in this new endeavor. Feel free to contact me should you have any questions on the subsequent information.

Sincerely,



Nick Carnahan
partner

EXECUTIVE SUMMARY



We have read thoroughly the Narrative and Scope of Services outlined in the RFP request as well as the Hillcrest Park Master Plan authored by Ayres & Associates, and have no exceptions to the information provided in either document. In fact, the project described within that document is the type that we excel at.

Parks are a project type that is close to our hearts at GCA. Our appreciation for them, as well as our unique process of pattern writing comprise an ideal approach that we have successfully implemented on multiple public parks projects.

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- Personnel Listing
 - Joe Galbraith
 - Nick Carnahan
 - Brandon Reinke

TIMELINE

SAMPLE CONTRACT

EXECUTIVE SUMMARY - WORKING WITH GOVERNMENTS



Groundbreaking ceremony for the Sauk County Parks administration building.

WORKING WITH GOVERNMENTAL AGENCIES

In our experience, collaborating with governmental clients requires a different approach and understanding from the standard architect / client relationship. More than anything, as architects we must recognize that a public body has a strong obligation to the public underlying all of their goals and decisions. In the case of Hillcrest Park, there are historical preservation concerns, specific user group requests, and an adherence to the careful custody of the taxpayer's money. Understanding, respecting, and embracing these will position the project for successful implementation.

In addition to the strong public obligations, governmental entities are very consensus based in their approach to creating space. From the elected officials to the specific city employees facilitating the work on the ground, the process must involve a large group of educated decision makers. Bringing all of these voices together requires a higher degree of communication, time commitment, and face-to-face interaction. We have found that when everyone is clear on what is happening and why specific decisions have been made it leads to a smoother project that builds camaraderie amongst the non-profit organization rather than fraying it.

Lastly, a governmental project is a careful balance between budget consciousness and efficacy of the overall objective. Recognizing that the funding on a public job is not an endless tap, we are very careful to make sure that the money going into construction on a project is being used for the maximum benefit to the overall goals of the constituents. By making logical decisions and bringing an inventive practicality to the design we have had a lot of success in ensuring the most value for our public clients.



EXECUTIVE SUMMARY - OUR PROCESS

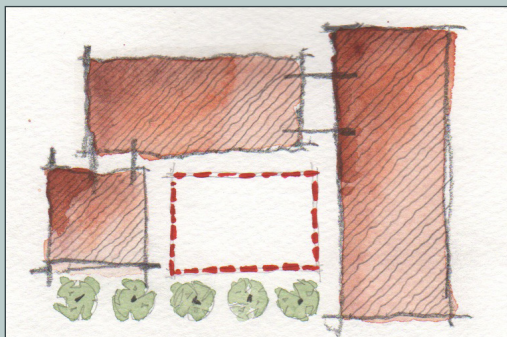
We seek to understand and uncover the distinct patterns of human activity behind every project. Patterns are created in any instance where human activity intersects with the three-dimensional built environment. Best described through an issue / solution statement and accompanying diagram, these patterns are void of stylistic preferences and personal tastes. By stripping the patterns of any preconceptions the focus is placed on the underlying "why" behind a project.

Through this rigorous process of pattern writing, we break the larger design problem up into a series of smaller issues. Solving the myriad of minor design problems helps to ensure that the larger design gestures are fully and completely vested.

Once patterns have been established we meet on a regular basis with clients to incorporate their continued feedback into the design. This truly collaborative effort ensures that the finished building is precisely tuned to each unique client and is far more successful than an idea crafted from within an egotistical, creative vacuum. This initial step of information collection not only ensures a project tightly tailored to a client's needs, but also can help build consensus when working with a large group of users.

"This truly collaborative effort ensures that the finished building is precisely tuned to each unique client and is far more successful than an idea crafted from within an egotistical, creative vacuum."

DIAGRAM



By strategically locating buildings and landscape elements, a coherent outdoor room can be formed.

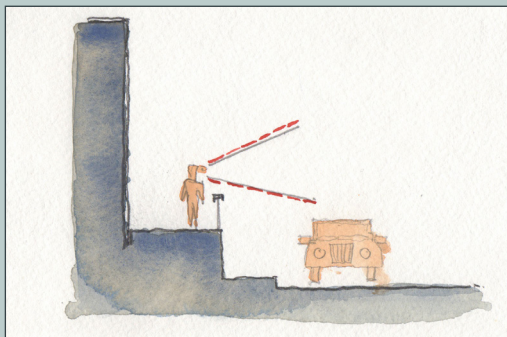
ISSUE

Too often in building design there is no attention paid to the shaping of outdoor space. The focus is always on the "solid" (i.e. the building) and never on the "void" or the space left over between the buildings. The results of this process are closed off, inwardly focused, buildings surrounded by inhospitable swaths of underutilized space. Occupants are discouraged from engaging the outside and gravitate inwards away from nature.

SOLUTION

To correct this, the building should be placed to form the sides of a coherent exterior space. Landscape features such as low walls, terraces, or lines of trees can also be used to define the sides of a space. By creating small "outdoor rooms" the finished building helps to create a recognizable sheltered space in which to inhabit. This sheltered and limited area is far more desirable than a wide expanse of space adjacent to a building.

DIAGRAM



By elevating the pedestrian above the level of traffic, a greater sense of safety and belonging is achieved.

ISSUE

In our automobile centric society, areas where pedestrians and cars interact can become sources of danger. Pedestrians risk walking out into traffic at street corners or as they cross alleyways or garage entrances. Additionally, cars can easily jump a standard six-inch curb and injure people. On a typical sidewalk / street arrangement the pedestrian is at eye level with the cars and can have difficulty seeing across the street in a heavily trafficked area.

SOLUTION

By creating raised walk ways along building edges the pedestrian and vehicular traffic is separated slightly. Interactions between the cars and people are chosen by the discretion of the pedestrian. A healthy difference in elevation provides improved security for café tables. In addition, small children are unlikely to dash out into traffic if there is a guardrail or significant drop off.

DETAILED SCOPE OF SERVICES

The work that we anticipate (based on the RFP and our past experience on historically significant public projects) includes the following:

GENERAL PROJECT SCOPE

- A historically sensitive open-air shelter that incorporates the existing structure of the Nike missile radar tower.
- An ADA compliant pathway to the aforementioned shelter.
- Educational signage to explain the radar tower's history and significance.
- Electric hookups and lighting at the new shelter area.

SCHEMATIC DESIGN

- Review relevant local, state, & federal regulations & policies for their impact on the proposed Open Air Shelter.
- Work directly with City staff to coordinate efforts on the project.
- If necessary, conduct materials testing and analysis to determine appropriate preservation and rehabilitation techniques.
- Create a detailed base map of the site, including one-foot contours, utilities etc. in Autocad Civil 3D format.
- Provide and review soil borings.
- Assist City Staff with community engagement.
- (1) presentation to the general public
- (1) presentation to City Committee.
- (1) presentation to the Parks, Recreation & Forestry board.

DESIGN DEVELOPMENT

- A structural analysis of the existing tower structure to verify that it can support the shelter (reinforcement may be necessary).
- Coordinate design with the NPS and get approval of the project.
- Prepare preliminary cost estimate for budgeting & City review.

CONSTRUCTION DOCUMENTS

- Provide detailed construction drawings and specifications for bidding.
- Provide a digital copy of the plans in the City's current AutoCAD format.
- Lead permitting efforts with the City of Waukesha.

BIDDING & NEGOTIATION

- Attend the Pre-Bid meeting.
- Assist the City during the bidding process.

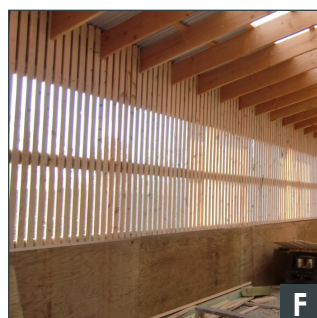
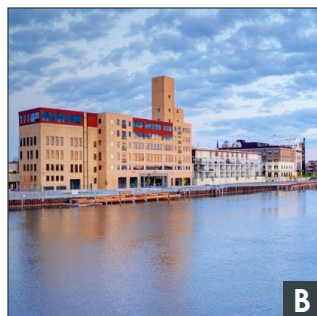
CONSTRUCTION ADMINISTRATION

- Attend pre-construction meeting and regular job meetings (assumed twice per month)
- Review shop drawings, submittals, & material selection.
- Review Change Order requests.
- Review requests for payment to the contractor.
- Make final inspections & prepare punch list for final acceptance.
- Provide "As Built" information to reflect changes to design during construction.
- Review as-built information provided by the contractor.





EXPERIENCE AND CAPACITY



Our experience is one which has always gravitated towards an architecture of constraint. Whether it be a historic building such as the Iron Horse Hotel, a contaminated site like the Watermark in Green Bay, or a thin budget such as the Grafton Village Center, we embrace projects with limitations and complexities. Anyone can design a building on a spacious greenfield site. It takes a demonstrated skill to effortlessly create within the context of a unique existing structure like the Nike radar towers.

We have assembled a team of highly capable Architects and Engineers to tackle your project. With extensive collaboration on projects over the past decade, we have developed a process & familiarity to deliver seamless, highly coordinated construction documents.

RELEVANT RELATED PROJECTS

NICK CARNAHAN

- Iron Horse Hotel - Milwaukee WI
- Brix Apartments - Milwaukee WI
- Milwaukee Federal Courthouse - Milwaukee WI
- Linseed Oil & Paint Lofts - Dubuque IA
- Caradco Lofts - Dubuque IA
- Security Building - Dubuque IA
- Voices Building* - Dubuque IA
- Cafe Bavaria - Wauwatosa WI
- White Mound County Park - Hill Point WI
- Menomonee Park Beachouse - Menomonee Falls WI
- Cafe Bavaria - Wauwatosa WI
- Cafe Bavaria - Wauwatosa WI

JOE GALBRAITH

- Iron Horse Hotel - Milwaukee WI
- Green Bay Children's Museum - Green Bay WI
- Milwaukee Federal Courthouse - Milwaukee WI
- First International Bank & Trust - Bismark ND
- The Watermark - Green Bay WI
- First International Bank & Trust - Watford City ND
- Mill Square - Grafton WI
- Hagemester Park - Green Bay WI
- Wildlife In Need Center - Oconomowoc WI

A. CARADCO Apartments
B. The Watermark
C. Menomonee Park Beachouse
D. White Mound County Park

E. Iron Horse Hotel
F. Wildlife In Need Center
G. Green Bay Children's Museum
H. Convivium Urban Farmstead

GALBRAITH CARNAHAN ARCHITECTS

• 6528 West North Avenue, Wauwatosa, Wisconsin 53213 • PHONE: (414)291-0772 • WEB: www.galbraithcarnahan.com •

ABOUT US



A lot of companies use this space in their marketing information to tell you facts about themselves, the services they provide, and the areas in which they specialize. This recantation of business jargon does not make for compelling reading nor does it provide much valuable information about the true essence of a firm. Constituted from vague phrases like, full service, comprehensive, multi faceted, or integrated delivery, the "About Us" section usually devolves into little more than claims to a basic level of performance. Competency however is quickly discerned by a client through the quality and heft of their interaction with a firm. Shouldn't the starting point for a conversation about an architecture firm be "Why are you architects?" The answer to this question will tell you far more about the values and mettle of a company than their canned elevator pitch.

WHY ARE WE ARCHITECTS?

We come to work every day because the world is slowly losing its uniqueness. Every year a bland, generic, conformity advances further into our built landscape. Driven by broken development processes, over-standardization, and a lack of imagination our cities are drifting towards a lowest common denominator. What's worse; is that this bleakness is pushing the world's resources and ecological balance to a certain breaking point. The path to which our modern civilization has defaulted is insupportable on a long-term basis.

We feel that it is imperative to fight that trend whenever our pens touch paper. We believe that every project should possess a sense of place; that it should tell a story. Drawing cues from the client, the environment, and materials, we craft timeless, practical, buildings. A future of unsustainable same-ness doesn't need to be our collective global destiny. With like-minded clients, we can contest that trend with every project.

SERVICES WE OFFER

ARCHITECTURE

- Construction Documents
- Specification Writing
- ADA Studies / Compliance
- Interior Design
- Tenant Improvements
- 3-D Modeling
- Presentation graphics / renderings
- Cost estimation

PROJECT PLANNING

- Pre-Design and Programming
- Site Analysis
- Space Planning
- Project Budget and Scheduling
- Master Planning Feasibility Studies
- Workplace / Operation analysis.
- Facilities and Space Planning
- Community Planning / Zoning

CONSTRUCTION

- Contractor Selection
- Bidding / Negotiation Assistance
- Shop Drawing Review
- Construction Observation

SUSTAINABLE DESIGN

- LEED Certification
- Green / Sustainable Design

HISTORIC PRESERVATION

- Restoration Design
- Rehabilitation Design
- Preservation Design
- As Built Documentation
- Stabilization Plans
- Historic Research
- Historic Tax Credit Applications
- Historic American Building Surveys
- Preservation Planning



CONVIVIUM URBAN FARMSTEAD



The new public courtyard with outdoor fireplace.

Convivium Urban Farmstead began when a local couple purchased a pair of abandoned 1920's greenhouses on the economically depressed north end of Dubuque. Their vision for the structures was to turn them into an operating urban farm that could teach neighborhood residents to grow and cook healthy foods. The ultimate goal of their organization is to build community around food.

Because of the scale of the endeavor, the clients brought Galbraith Carnahan on early in the project to assist with master planning. The existing buildings were surveyed and assessed for structural integrity. With that information, we developed initial designs and a pricing package that was used to develop preliminary costs for the project. The cost data was used to break the project up into smaller attainable phases. The phases were then sequenced to help provide the most efficient flow to the construction and development process.

The transformation of the greenhouses started on Jackson Street where the design of the new facility "gives back" two bays of greenhouse space to the public to create an intimate outdoor courtyard. This space helps to create an alive-ness to the street and invites the community onto the property to help foster participation. The interior of the facility includes a café, a training kitchen, a large woodshop, and an event center that can be rented out to help financially sustain the mission of Convivium Urban Farmstead.

In addition, the majority of the existing greenhouses are being rehabilitated and used to foster urban agricultural startup businesses such as a hydroponics company, or local caterer's and food companies that will eventually relocate off site once they gain a critical mass in their respective businesses.

CONVIVIUM URBAN FARMSTEAD

Urban Farm

- **Location:** Dubuque, IA
- **Status:** Completed Summer 2017
- **Size:** 15,500 Sq. Feet
- **Awards:** 2018 AIA Honor Award
- **Budget:** \$1.2 Million
- **Cost:** \$1.2 Million
- **Contact:** Leslie Shalabi
1 (563) 557-2900
leslie.shalabi@gmail.com



A view of the wall mural through the open garage doors.



The Convivium Cafe: an eclectic mix of architectural salvage.

GALBRAITH CARNAHAN ARCHITECTS

• 6528 West North Avenue, Wauwatosa Wisconsin 53213 • PHONE: (414) 291-0772 • WEB: www.galbraithcarnahan.com •



July 13, 2016

Hello!

As you undertake your ambitious and exciting renovation of your new building, we here at Convivium Urban Farmstead would like to enthusiastically recommend that you select Galbraith Carnahan Architects (GCA) as your architectural partner in the project.

Convivium Urban Farmstead is a non-profit based in Dubuque, Iowa. We are dedicated to creating community around food through gardening and food preparation education. Our facility is an old greenhouse complex and GCA did all of the architectural work on the renovation. And it was (and still is) a vast and ambitious project.

We cannot say enough about how helpful and flexible and open-minded the architects at GCA have been throughout this whole process. We had a crazy idea – take some old greenhouses and make them into an educational space and commercial kitchen. And not only did they accept the challenge, they brought many creative ideas to the project as well.

Before any design work was even started, Nick Carnahan organized a field trip day for us where we visited properties and organizations throughout the Milwaukee area that had aligned missions. This was tremendously helpful for us as we started the design work and showed us that they were sensitive to, and understanding of our mission as an organization.

Throughout the entire process they have been very conscious of our budget and have donated many, many billable hours in support of our mission. In particular, they have been making very regular visits to the job site to coordinate with our construction manager and keep an eye on our progress.

GCA's communication with us and with the City of Dubuque has been consistent and on-going. We are never left wondering what the next step is or where we are in the process. And the GCA team has gone to bat for us several times with the city for myriad zoning variation requests – even attending a City Council meeting on our behalf when we were unable to attend.

Good luck in your renovation process and we hope you choose GCA as your partner.

Leslie Shalabi

Co-Founder, Convivium Urban Farmstead

CREATING COMMUNITY AROUND FOOD.

2811 JACKSON ST. DUBUQUE, IOWA 52001 WWW.CONVIVIUM-DBQ.COM INFO@CONVIVIUM-DBQ.COM

THE WATERMARK



The Watermark development spanned the block between N. Washington St. & the Fox River

The watermark development was a multi year, phased construction project on the banks of Green Bay's Fox River. Completed while at Vetter Denk Architects, the project saw the conversion of a former Yonkers department store into a vibrant office and retail hub within downtown Green Bay.

The project was complex in that it combined the rehabilitation of an old building with the construction of a retail / parking garage bar along North Washington Street. Complicating matters further was the high water table on the site.

In addition to the overall project design, we worked on the individual tenant improvement projects for Green Bay Children's Museum and the popular brew pub Hagemeister Park. The complex has become a go-to destination in the city and with a synthetic ice skating rink is a popular hangout year round.

WATERMARK

Office & Retail Development

- **Location:** Green Bay, Wisconsin
- **Status:** Completed Summer 2012
- **Size:** 75,000 Sq. Feet
- **Contact:** Kelly Denk
1(414)759-7887



The river face of the project has become a popular hangout.



The Green Bay Children's Museum anchored Washington St.



Hagemeister Park (a restaurant) occupied space on the river.

August 28, 2017

To Whom It May Concern,

Joe led the Project Management duties on our \$10MM catalytic re-development of a 6-story former Yonkers store in downtown Green Bay, called the Watermark. Also included in this development was the construction of a new three story precast concrete structure, which had 30,000sf of retail on the first floor and 2 floors of parking above. This multi-year project had been in design and construction document phase before Joe entered the picture, but he was able to fully understand the vision that our architect led development team had formed for this important site. Understanding the vision was extremely important, as the project was faced with some technical challenges being located adjacent to the Fox River. When unforeseen conditions arose that challenged the project budget, the design team made adaptations to deliver the project within the original budget. Joe was responsible for coordinating these changes with the Construction team and various vendors. Perhaps most impressive, was Joe's ability to move the broader project ahead, while tending to the design and construction coordination of the tenant spaces.

The design and implementation of the Tenant spaces for Children Museum of Green Bay, and Hagemeister Park Restaurant were fully managed by Joe from the start of design through occupancy. As the designs evolved for these tenants, it became clear that adaptation to the core and shell construction were going to be necessary. Most notable, was the reconfiguration of piles and precast structure to accommodate an extremely heavy Tree Exhibit for the museum. Another example was a lower level desired by the restaurant for their coolers. This space was not anticipated in the core and shell, and had to be constructed below the water line of the river. The construction of this lower level required special coordination with waterproofing and concrete subcontractors to comply with governmental regulations. Many real-time decisions and actions were required to keep the project moving during these build-outs, and Joe was able to juggle and prioritize the concerns and issues.

I would recommend Joe for your project, based not only on how well the buildings came out in the end, but on Joe's unflappable nature that balanced our company's extremely high design standards and practical realities of the development.

Sincerely,


 Kelly Denk, AIA
 Principal

VESTA REAL ESTATE ADVISORS



The vibrant, active lounge surrounds the employees and their clients in the overall vision of the company.

With any company, capturing the ethos of the client's business is a significant driver in the design of their office. The feel of Vesta Real Estate Advisors was derived from both from its recent rebranding effort, but also from its unique approach to the residential real estate brokerage business. Recruiting their talent from occupations outside of real estate, such as higher education and business, Vesta prides itself in bringing an incomparable degree of professionalism to a field that many perceive as lacking rigor. They required a space that was clean, sophisticated looking, and would appeal to recruits coming from similar offices in different fields.

Measured use of a rich wood palette within a clean white space helped to create the feeling that this was an office that is both precise and cultivated. At the same time, this clean sophistication sent a message to their clients that they could expect a higher standard of care than they may have been expecting.

Vesta's focus is not only on attracting the top talent in the region, but also keeping that talent once it arrives through a positive, playful, and team oriented environment. This retention focus was evidenced by the large amount of space dedicated to a full kitchen, a recreation (err... brainstorming) room, and a multitude of settings to meet informally with co-workers.

VESTA REAL ESTATE ADVISORS

New Headquarters

- **Location:** Wauwatosa Wisconsin
- **Status:** Completed 2016
- **Size:** 5,200 Sq. Feet
- **Budget:** \$175,000
- **Cost:** \$164,000



Diversions are provided to bolster employee morale



The rich palette of materials adds sophistication to the space.



A whiteboard wall encourages collaboration.



WILDLIFE IN NEED CENTER



The interior of the flight cage.

Facing near exponential growth in the numbers of injured animals being admitted, the Wildlife in Need Center had outgrown their cramped offices in a former Waukesha county farmhouse. The design of this new facility greatly enhanced their ability to research, provide community education programs, and continue their mission of rehabilitating Wisconsin wildlife and releasing them back into the natural habitat.

The new building, a substantial addition to an existing UW Waukesha field station, features meeting rooms, offices, labs, as well as a large enclosed flight cage for the rehabilitation of owls, hawks, and other raptors.

Sustainable design strategies were employed throughout the building to reduce the impact of the construction on the environment. To reduce the electrical demands during the day, great care was taken to flood the building interior with ample natural daylight. Another sustainable measure was the use of natural building materials throughout the interior of the offices and labs. These products, like wood and fiberboard are less energy intensive to produce and provide better indoor air quality than "manufactured" materials.

The final, and largest sustainable design component in the project was the inclusion of an extensive rainwater harvesting system. 100% of the rainwater that falls on the site is retained in buried cisterns and used for landscaping and cleaning the animal cages. The parking lot consists of a porous paving material that allows for storm water drainage through its surface. By preventing any runoff from the site and decreasing their usage of domestic tap water, the Wildlife in Need Center eliminated the need for any retention ponds on site and were able to maintain the natural prairie landscape. The project has provided a great example on how to responsibly manage water resources.

WILDLIFE IN NEED CENTER

Animal Rehabilitation Clinic

- **Location:** Oconomowoc, Wisconsin
- **Status:** Completed 2011
- **Size:** 7,300 Sq. Feet
- **Budget:** \$850,000
- **Cost:** \$850,000
- **Contact:** John Rodell
The Rodell Group LLC.
W347 N6133 Road I
Oconomowoc, WI 53066
(1)262-391-0592
JERodell@wi.rr.com



A detail view of the rainwater harvesting system.



The entry into the rehabilitation center.



THE RODELL GROUP, LLC.

July 11, 2016

Statement of Recommendation

Galbraith Carnahan Architects LLC
Joe Galbraith, AIA, Partner

I am writing this recommendation having personal experience working with Joe Galbraith for the Wildlife in Need Center, Ottawa, Wisconsin. I served as President and Owner Representative for WINC during our building project. Not for Profit organizations such as WINC rely on significant external support of Time and Money from our volunteers and Financial Supporters. Our project involved significant early project programming, cost estimating and creating a list of "would be nice to have options"....creating the project budget and "sticking to it". This information was continuously communicated to our supporters (internal and external) to champion momentum for the building project with Joe and team providing supporting graphics & documents including attendance at fundraisers and other public venues.

Joe and his team were very helpful at listening to our current needs, but most important, understanding where our organization was growing and applying appropriate design solutions that would help our organization grow in the future. Our project also involved a partnership with the University of Wisconsin System. Aligning our building design with the State of Wisconsin Building Requirements coupled with Division of State Facilities required a great degree of mutual coordination among multiple State and Local Jurisdictions.

I am pleased to report our building project was completed ahead of schedule and under budget without having to "dumb down" our design....in fact our new building is now a sought after destination for our community outreach.... providing a welcoming and innovative environment for staff and volunteer recruiting.

My experience with Joe was very positive and would recommend him and his design expertise for other project assignments.

Respectfully submitted,

John E. Rodell

Wildlife in Need Center, Past President, 2008-2014
Managing Partner, TRG, LLC., WINC Owner Representative

GALBRAITH CARNAHAN ARCHITECTS' OFFICE



The welcoming lobby opens directly into the main conference room.

GALBRAITH CARNAHAN ARCHITECTS New Office

- **Location:** Wauwatosa, Wisconsin
- **Status:** Completed Summer 2015
- **Size:** 1,500 Sq. Feet
- **Awards:** 2015 Mayor's Design Award



Attention was paid to flow of movement through the space.

In the spring of 2015, we found ourselves facing many of the same growth related challenges that our clients encounter. Having outgrown our basement startup offices, we were in search of a new space that epitomized the unique design that we bring to all of our clients' projects. As architects, we sell the "quality of space", and finding a space that supported that message was critical to the future success of our company. When the opportunity arose to renovate a 1920's storefront on Wauwatosa's popular North Avenue, we jumped at it.

Formerly a tanning salon, the building had been carved up into a messy array of confined rooms and dark hallways. Step one in the project was to remove all of these interior non-loadbearing walls and create an open, free flowing, sense of space. The loadbearing wall down the center of the building helped provide a division between the studio workspace, and the more public reception, conference, and kitchenette rooms. To diminish the visual impact of the wall bifurcating the space, we wrapped the conference room in warm walnut panels and battens.

Throughout the interior, we seized every opportunity to create thoughtful design solutions through local, handcrafted elements such as light fixtures, shelving, sliding doors, and furniture. These features utilized actual materials (wood, glass, steel, and plaster) rather than pre-manufactured products. Money was spent on local craftsmen using readily available materials rather than relying on mass produced products that so often dominate office interiors. The result is a rich, warm interior that glows when viewed from the street on a cold winter night.



Our office dog approves of the custom sliding doors.



The restored 1920's storefront helps activate North Avenue.



IRON HORSE HOTEL



The rehabilitation of the 1907 Berger Bedding Factory was the catalytic project in Milwaukee's 5th Ward.

Located in Milwaukee's industrial 5th Ward and near the site of the Harley-Davidson Museum, the boutique Iron Horse Hotel was developed to cater to both business travelers and motorcycle enthusiasts. Due to the location of the existing warehouse within a national historic district, the 100-suite hotel project qualified for and received federal historic tax credits.

In addition to the historic heavy timber and cream city walls, various machinery components (including the old boiler) were repurposed throughout the hotel to add an authentic industrial look to the project. Reusing these materials helped to enhance the interior as well as to tie the project indelibly to its history.

The tight construction schedule of the hotel (10 months) was a challenge to the historic submission and required a significant amount of coordination and consultation between the design team and the National Park Service.

Aesthetically, the project sought to combine the authentic, rough nature of the industrial building with the refined design aesthetic found in custom motorcycles. The resultant project is an ode to the open road and the raucous American spirit.

IRON HORSE HOTEL

New Hotel

- **Location:** Milwaukee, Wisconsin
- **Status:** Completed Fall 2008
- **Size:** 100,000 Sq. Feet
- **Budget:** \$35 Million
- **Cost:** \$35 Million



Rooms feature full wall murals of vintage Milwaukee models.



The clean lines of the restroom are filled with natural light.



The quality historic materials are featured throughout.

CARADCO BUILDING



The interior courtyard of the building is a hidden area of the neighborhood for residents to relax inside of.

Located in the heart of Dubuque's Historic Millwork District, the CARADCO building served as the main millwork factory for the Carr Ryder and Adams Company. With sections of the building dating back to 1850 the structure occupied an entire city block with an interior courtyard at its center. This historic tax credit project saw the rehabilitation of the three story building into two floors of residential units and a ground floor of commercial space. Additionally, the basement was renovated into low cost space for use by community arts groups.

In designing the apartments we considered how best to highlight the existing structure and the history of the factory. This attention to the past manifested itself in every detail such as the decision to locate apartment-demising walls several feet off of the main column and beam lines in the building. This allowed the existing wood structure of the building to stand "free" in the unit and enhanced it as a dramatic feature. Another decision taken to preserve the history of the building was to maintain as many of the historic warehouse features as possible. Signs depicting various departments in the factory were left in place and industrial artifacts were salvaged for display throughout the corridors.

The project has drawn new residents to the neighborhood as well as activated the street with commercial activity. The interior courtyard has hosted numerous public concerts and functions that have brought introduced the larger community to the revitalization happening within Dubuque's urban core. The CARADCO project has been a marked success both financially as well as civically as it has changed the perception of the beleaguered neighborhood.

CARADCO BUILDING

Loft Apartments

- **Location:** Duquibue Iowa
- **Status:** Completed 2011
- **Size:** 186,000 Sq. Feet
- **Budget:** \$28.2 Million
- **Cost:** \$28.2 Million
- **Client Contact:**
John Gronen
Gronen Properties
900 Jackson Street, Suite LL2
Dubuque, IA 52001
phone: 1-563-557-7010
email: NA



The interior preserved many of the original building features including re-using windows in an art installation.



The CARADCO apartments comprise an entire block of Dubuque's Historic Millwork District.



900 Jackson Street, Suite LL2, Dubuque, IA 52001 • gronenproperties.com • info@gronenproperties.com • 563.557.7010

August 28, 2017

To Whom It May Concern:

Gronen Restoration specializes in historic rehabilitation projects in Dubuque, IA, seldom approached by other developers. We focus on the adaptive re-use of classic buildings with an emphasis on sustainability.

Nick Carnahan, of Galbraith Carnahan Architects, was an important part of the design team in our development of the historic CARADCO Building here in Dubuque. Nick contributed his creative solutions to the many challenges of converting a century old millwork manufacturing plant into 72 apartment units on the upper floors and mixed commercial use on the main floor.

One of the biggest design hurdles was getting the maximum amount of quality apartment units to fit within the predetermined building layout. Existing skylights, building columns, windows, stairways, and elevator shafts had to be accommodated into the design, and, of course, they weren't always in optimal spots.

Another challenge was ensuring good circulation and way-finding through a building that comprised an entire city block.

Nick's innovative planning assured that we could preserve the historical integrity of the building, highlight unique historical features as design elements, while making the building efficient and functional for modern use.

I would highly recommend you consider Galbraith Carnahan Architects for your design needs, especially for historic preservation and adaptive reuse projects.

Should you have questions or would like additional information, please don't hesitate to let me know. Thank you.

Respectfully,

A handwritten signature in blue ink that reads 'John N. Gronen'.

John N. Gronen

President

563 213-0013

johng@gronenproperties.com



WHITE MOUND COUNTY PARK



Clad in Corten steel, the building will weather to a deep brown color.

WHITE MOUND COUNTY PARK

Sauk County Parks Department

- **Location:** Hill Point, Wisconsin
- **Status:** Completed 2018
- **Size:** 2,937 Sq. Feet
- **Budget:** \$975,000
- **Cost:** \$815,850
- **Contact:** Matt Stieve
1 (608) 355-4800
matt.stieve@saukcountywi.gov

The Sauk County Parks Department determined that they needed to replace their failing county park offices at White Mound Park, the crown jewel of the Sauk Co. park system. As part of that replacement, they sought to expand the usefulness of the building beyond just the office component. Incorporated into the new structure, a large gathering room, which overlooks White Mound Lake, can now accommodate large weddings or events. When not in use by rental parties, the space serves as a "living room" for the campers at the park.

Portions of the funding for the project were provided by money that the County received from American Transmission Company as compensation for placing one of their high capacity lines across Sauk County. One stipulation of the funding was that the money be used to enhance sustainability within the county. In addition to common sense sustainable strategies such as proper solar shading and building orientation, the new parks office employs the use of super-insulated walls and roofing. This allows the building to far exceed the code minimum requirements for insulation.



The roof forms mimic the hill beyond.



The community room looks out over the lake.



December 17, 2018

Re: Galbraith Carnahan Architects

Letter of Recommendation

To Whom It May Concern:

I am writing to recommend Galbraith Carnahan Architects as an architectural firm. The Sauk County Parks Department contracted with Galbraith Carnahan Architects (GCA) to design a new park office and community building at White Mound County Park near Hillpoint, Wisconsin. Sauk County wanted a high performance building as well as an attractive, adaptive and interesting structure that blended well with the surrounding landscape, and GCA certainly delivered. The “outside the box” design that GCA has created will be enjoyed by generations to come. We already have received numerous compliments regarding the building. The project went very well thanks to GCA’s design, selfless time given to the project and their ability to work with the general contractor as a team. The project was completed on time, under budget and without incident.

In conclusion, I was very satisfied with the services Galbraith Carnahan Architects provided. The experience was a pleasurable one from start to finish. If you have any questions or would like additional information, please feel free to contact me at (608) 355-4800 or by email at matt.stieve@saukcountywi.gov.

Sincerely,

Matt Stieve
Sauk County Parks Director



JOE GALBRAITH - Managing Partner



With over fifteen years of professional experience, Joe excels at managing complex projects, long range planning, and facilitating group decisions. As the partner primarily focused on business development, Joe is adept at coordinating multi-faceted schedules, ensuring good communication, and maintaining office adherence to deadlines.

CREDENTIALS

- Registered Architect in the states of Colorado, Illinois, Indiana, Iowa, Kansas, Michigan, North Dakota, Texas, and Wisconsin.
- NCARB Certified
- LEED Accredited Professional.

EDUCATION

- University of Wisconsin – Milwaukee, Masters of Architecture, 2002
- University of Minnesota, Bachelor of Arts, 1999

PAST EXPERIENCE

- Vetter Denk Architects, Milwaukee, WI. 2010- 2012
- The Kubala Washatko Architects, Cedarburg, WI. 2004 - 2010
- BLDD Architects, Champaign, IL. 2002 - 2004
- Woods Associates, Milwaukee, WI. 2000 - 2002
- MCL Architects, Minneapolis, MN. 1997- 1999

COMMUNITY INVOLVEMENT

- Board of Building & Fire Code Appeals, 2017-present
- The Aemilian Preschool, Board Member, 2013-present
- Park Ridge Neighborhood Association, Board Member 2006-present
- AIA Central Illinois, Champaign Chapter, Treasurer, 2003-2004



NICK CARNAHAN - Managing Partner



Nick, a partner at Galbraith Carnahan Architects has worked at numerous high profile firms over the past 10 years. This varied experience has been a great asset in developing finely crafted projects for clients. He is adept at integrating the science and technology of modern buildings with the poetics and timelessness present in all great works of architecture.

As director of design within the firm, his ability to develop compelling and poetic solutions while maintaining a focus on budget and constructability is essential in delivering the truly extraordinary buildings we strive for. Nick is critically involved in both the creation and realization of form, taking into account the parameters of site, climate, culture, and the clients' needs.

CREDENTIALS

- Registered Architect in the states of Wisconsin, Michigan and South Dakota.
- NCARB Certified
- LEED Accredited Professional.

EDUCATION

- University of Wisconsin – Milwaukee, Masters of Architecture, 2006
- University of Wisconsin - Milwaukee, Bachelor of Science in Architectural Studies, Magnum Cum Laude, History Minor, 2002
- University of Wisconsin – Milwaukee, Honors graduate, 2002

PAST EXPERIENCE

- Vetter Denk Architects, Milwaukee, WI. 2011- 2013
- Cutler Anderson Architects, Seattle, WA. 2010 - 2011
- The Kubala Washatko Architects, Cedarburg, WI. 2006 - 2010
- Durrant Architects, Dubuque, IA. 2002-2005

COMMUNITY INVOLVEMENT

- Shorewood WI Design Review Board, 2009-2010 / 2012-2018

AWARDS

- 2019 Milwaukee Business Journal, 40 under 40
- 2015 AIA Emerging Design Professionals, 1st Place "Oneida"
- 2006 SARUP Student Design Awards, 3rd Place Level III "Patina"
- 2004 Gaylord Nelson Award In Environmental Issues
- 1998 Eagle Scout Award



BRANDON REINKE - Project Manager / Aeronautics & History Enthusiast



Brandon, a project architect at Galbraith Carnahan Architects brings a detail-oriented mindset to every project he works on. His careful and methodical work ethic combined with exceptional design talent ensures that projects are both beautiful and well detailed. With a very well rounded skill set, Brandon is a key player on all phases of a project.

CREDENTIALS

- Registered Architect in the states of Wisconsin

EDUCATION

- University of Wisconsin – Milwaukee, Masters of Architecture, 2012
- SARUP Study Abroad Program, Summer 2011
- University of Wisconsin - Milwaukee, Bachelor of Science in Architectural Studies, 2006

PAST EXPERIENCE

- Tom W. Meiklejohn, III AIA Architect, Fond du Lac, WI. 2012-2014

COMMUNITY INVOLVEMENT

- Project Lead the Way at Wauwatosa West, Advisor, 2015-present

AWARDS

- 2015 AIA Emerging Professionals, 1st Place "Oneida"
- 2012 SARUP Student Design Awards, 1st Place Level III "Milwaukee Inner Harbor Hotel + Spa"
- 2011 Wisconsin Architects Foundation Scholarship



AL RENTMEESTER - Structural Engineer



CREDENTIALS

- Registered Engineer in the state of Wisconsin.

EDUCATION

- B.S.C.E. – University of Wisconsin-Milwaukee; Milwaukee, WI
- M.S.C.E. – University of Wisconsin-Milwaukee; Milwaukee, WI

PROFESSIONAL AFFILIATIONS

- American Society of Civil Engineers – Wisconsin Southeast Branch Budget & Finance Chairperson
- Structural Engineers Association of Wisconsin (SEAWI) – Regional Director
- Post-Tensioning Institute – Member
- American Institute of Steel Construction – Member

PUBLICATIONS

- "NDE of Steel Bridges by Acoustic Emission", by Ghorbanpoor and Rentmeester, published in World Structures Congress, 1993

Mark R. Ellena, P.E.

ELLENA ENGINEERING CONSULTANTS, LLC

700 Pilgrim Parkway, Suite 100, Elm Grove, WI 53122

Phone: 262-719-6183

Email: mellena@eeceng.com

Profile	Solid 25 years of experience as a Civil Engineer with a strong emphasis in developing construction documents and specifications for a variety of civil engineering design projects. Consistently developing unique, cost effective design solutions which exceed client's expectations. Experience and education emphasis in general civil engineering related design, water resources engineering, storm water management, non-point source pollution control, artificial turf field design & grading, erosion control, storm water and wetland permitting.	
Education	M.S. Civil Engineering, Marquette University	<i>May 1984</i>
	B.S. Civil Engineering, Marquette University	<i>Dec 1981</i>
Professional Registrations	Wisconsin Professional Engineer	
	Illinois Professional Engineer	
	Maryland Professional Engineer	

Career History

Ellena Engineering Consultants, LLC, Elm Grove, WI
President

Feb. 2004-current

- Professional Engineer in charge of the several turf replacement projects including the Waukesha School District, Catholic Memorial High School, Carroll University and the Christian Education Leadership Academy in Pewaukee, Wisconsin. Tasks included review of soil borings, preparing site construction plans, review and design of field drainage facilities, obtaining local and state permits, preparation of construction specifications, earthwork calculations, bid quantities, obtaining bids, staking & construction supervision, permit termination and as-built top soil pile for resale or usage.
- Professional Engineer in charge of the Shul Center Green Infrastructure Project. The proposed project included a MMSD Green Infrastructure Partnership Program to install a new green parking lot that is designed to channel, infiltrate and manage rainwater. Green Infrastructure elements will include permeable pavement, landscaped islands and a bio-infiltration swale. Total parking lot size 32,000 SF. The project also proposed adding a second "green" element surrounding the development of a "naturally landscape play area created for the Friendship Circle, a non-profit organization dedicated to assisting individuals and families with special needs. A rainwater harvesting component would capture and store the first ½" of rainwater from a storm event diverted from the facility's existing 9,700 SF flat roof. The water would be used to irrigate a 12,000 SF landscaped play area. The selected system will have a 10,000 gallon storage capacity which could hold up to 3 storm events before reaching full capacity. Local and state permitting was also included in the work scope.
- Professional Engineer in charge of the 0.5 million GE Energies Parking Lot Improvement Project located at 1101 W. St. Paul Street, Waukesha, WI. Tasks included preparing site construction plans to reconstruct full pavement section, redesign the traffic layout, design new parking lot drainage collection system and seek local planning commission approvals. Local and state permitting was also included in the work scope.

- Professional Engineer in charge of several Kettle Moraine School District campus improvement projects. Tasks included preparing site construction plans to redesign the student drop off areas, collecting parking lot drainage and directing the runoff to a bio-infiltration areas for storm water treatment. WDNR permitting was also included in the work scope.
- Professional Engineer in charge of the Town of Genesee Sunset Park Grading and Drainage projects. Specifically, this project included the preparation of at least (3) alternates to solve existing drainage problems associated with the parking lot, baseball, soccer and other play areas in AutoCAD format showing the proposed ball diamond building, existing ball diamond and soccer fields, all other existing site improvements, proposed contours to solve the drainage problems; grading, paving and storm sewer details, and public construction documents for bidding & construction. Calculate earthwork and construction related quantities and provide an Engineer's Construction Cost Estimate for each alternate. Also, seek all local and state grading permits necessary for construction. Staking & construction supervision was also included in the work scope.
- Professional Engineer in charge of the turf replacement project for the Kettle Moraine High School. Tasks included preparing site construction plans, review and design of field drainage facilities, obtaining local and state permits, review of construction specifications, earthwork calculations, bid quantities, obtaining bids, staking & construction supervision, permit termination and as-built top soil pile for resale or usage.



- Recent City of Milwaukee projects include Storm Water Management Plans approved by the City and MMSD for Heider & Bott and the Merco Group. These storm water related projects included unique innovative “dry” storm water design solutions such as infiltration and bio-retention basins.
- Complete design and construction management of a pavement storm drainage collection system, prairie grass, storm water infiltration area complete with grass buffer zones and natural swales to collection and treatment runoff for the St. Mary's Evangelical Church located adjacent to the Bark River in Dousman, WI.



- Responsible for the design and construction management of a bio-retention (rain garden) complete with a wetland plantings in a small 2 acre watershed located in the River Hills Subdivision, Waukesha, WI.



- Expert witness consulting work in the area of unique drainage related problems in the community.
- Responsible for preparing complete construction plans for a 300 single family and 190 unit multifamily residential site (by Kingsway Homes, Inc.) located in Waukesha County which included a storm water management plan for a 24 acres lake system and County Highway Improvement Plans & Specifications.
- Responsible for preparing complete construction plans for a private condominium development located in Wales, WI on STH 83 which included obtaining all local and state highway, storm water, grading & erosion control permits for this environmentally sensitive project.
- Engineering consultant for a variety of commercial, industrial, residential and institutional sites responsible for the preparation of storm water and erosion control related permits in the City of Milwaukee and Waukesha, Racine, Washington & Ozaukee Counties.

Past Emploment:

Losik Ellena Design Group, Brookfield, WI
Vice President

Feb 1989-Feb 2004

- Duties include leading a technical staff in developing final plans and specifications for a variety of residential and commercial civil design projects in Southeastern Wisconsin.
- Extensive experience in developing the firms computer related design software.
- Lead design professional in obtaining a variety of construction related permit approvals, including detailed analysis and approval from agencies such as FEMA, WDNR, CORPS, SEWRPC and MMSD.

National Survey & Engineering, Brookfield, WI
Project Engineer

June 1986-Feb 1989

- Duties include leading a technical staff in developing final plans and specifications for a variety of residential and commercial civil design projects in Southeastern Wisconsin.
- Lead design professional in obtaining a variety of construction related permit approvals, including detailed analysis and approval from agencies such as FEMA, WDNR, CORPS, SEWRPC and MMSD.



1500 Temple More Ln
Green Bay, WI 54313

Company Information:

Cottrell Design, Inc. is an electrical design consulting firm established in 1997 and located in Green Bay, WI. We provide facility design services to clients for electrical power and lighting systems for various types of commercial buildings. We also provide the design services for various building specialty systems such as fire alarm, security and voice/data systems.

Owner:

Bruce E. Cottrell, President with over 30 years of electrical design engineering in the commercial building market.

Education:

Lakeland College

Sheboygan, WI

Bachelors in Business Administration

Northeast Wisconsin Technical College

Green Bay, WI

Associates Degree in Architecture

Employment:

1997- Pres:	Cottrell Design, Inc <i>President</i>	Green Bay, WI
1994-1997:	GE Supply <i>Outside Salesman</i>	Appleton, WI
1993-1994:	Elmstar Electric, Inc <i>Marketing, Estimator</i>	Kaukauna, WI
1984-1993:	Foth & Van Dyke <i>Senior Electrical Designer</i>	Green Bay, WI
1979-1984:	M.J. Electric, Inc. <i>Lead Electrical Draftsman</i>	Iron Mountain, MI
1977-1979:	Cottrell Plastering	Appleton, WI
1974-1977:	Marathon Engineering <i>Electrical Draftsman</i>	Appleton, WI
1973-1974:	Richards Wilcox Manufacturing <i>Draftsman</i>	Aurora, IL

Registration:

- Registered Electrical Designer, State of Wisconsin
- Liability Insurance with Holmes Murphy, Peoria, IL



PAUL J. GIESE, P.E., C.S.T.

EDUCATION

University of Minnesota-Minneapolis Institute of Technology: B.S. Geological Engineering, 1984

REGISTRATIONS AND CERTIFICATIONS

Professional Engineer: Wisconsin, Illinois, California

WI Dept. of Safety and Professional Services Certified Soil Tester (CST)

PROFESSIONAL HISTORY

CGC, Inc., Senior Geotechnical Consultant/Project Manager, May 2017 to present

ECS Midwest, LLC, Principal Engineer – Geotechnical Services, July 2015 to May 2017

Giles Engineering Associates, Geotechnical Division Manager, August 2006 to July 2015

Midwest Engineering Services, Geotechnical Department and Drilling Manager, April 1999 to July 2006

Giles Engineering Associates, Environmental Division Manager with various roles prior, November 1984 to April, 1999

REPRESENTATIVE EXPERIENCE

Mr. Giese has been practicing geotechnical engineering in Wisconsin since November 1984. He has served as manager of geotechnical, environmental and drilling departments and has worked on a wide variety of geotechnical, environmental, drilling and construction phase testing service projects. He has prepared and served as a peer reviewer for hundreds of geotechnical engineering reports for commercial, industrial, retail, government and residential projects throughout Southeastern Wisconsin, the City of Chicago, the continental United States and Canada. He specializes in geotechnical forensic evaluations of distressed pavements, building components, site exploration and remediation actions. Mr. Giese's day to day responsibilities include preparation and review of geotechnical reports and proposals, construction phase testing services, client interaction and operations.

His past geotechnical exploration and evaluation projects include:

- Northwestern Mutual Life Insurance Office Tower, Milwaukee, WI
- Summerfest Expansion/Renovation Projects, Milwaukee, WI
- UW Madison Wisconsin Energy Institute, Madison, WI
- UW-Madison Gordon Dining and Event Center, Madison, WI
- UW-Madison Chazen Museum of Art, Madison, WI
- UW Madison University Hospital Parking Structure, Madison, WI
- MSOE Parking Structure and Soccer Field, Milwaukee, WI
- Northwestern University Commons – Norris Center Addition and Vertical Expansion, Evanston, IL
- Northwestern University – Courtyard AB Addition, Evanston, IL
- Argo High School Performing Arts Center, Summit, IL
- Evaluation of LAX Pavements for Space Shuttle Endeavour Relocation, Los Angeles, CA



PAUL J. GIESE, P.E., C.S.T.

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Mr. Giese has also presented continuing education seminars to professional engineers in Milwaukee and Madison, WI, Columbia, MD, Fairfax, VA, Atlanta, GA, Orlando, FL and Columbia, SC. Continuing Education Seminars given include the following:

- How to Read a Geotechnical Engineering Report
- Segmental Retaining Wall Design and Construction
- Soil Compaction and Stability
- Soil Stabilization
- Non-Destructive Test Methods in Concrete

PROFESSIONAL ASSOCIATIONS

American Society of Civil Engineers



PROJECT SCHEDULE

DEMONSTRATED TRACK RECORD OF MEETING BUDGET AND SCHEDULE

We have a long track record of delivering our projects on time and on budget. Pontificating about how good we are can ring a little hollow though. It's probably best left to our satisfied clients.

"Throughout the entire process they have been very conscious of our budget and have donated many billable hours in support of our mission...."

Leslie Shalabi - Convivium Urban Farmstead

"I am pleased to report that our building project was completed ahead of schedule and under budget without having to "dumb down" our design..."

John E. Rodell - Wildlife In Need Center

"The organization had a very specific budget, with many needs, and you worked within our budget and provided some very unique rooms and other features...."

Michael Guzniczak - Wildlife In Need Center

"Throughout the entire process Nick was easily accessible, willing and able to answer questions, and completed tasks in a timely fashion..."

Ashley N. Thomas - Hope Street Ministry

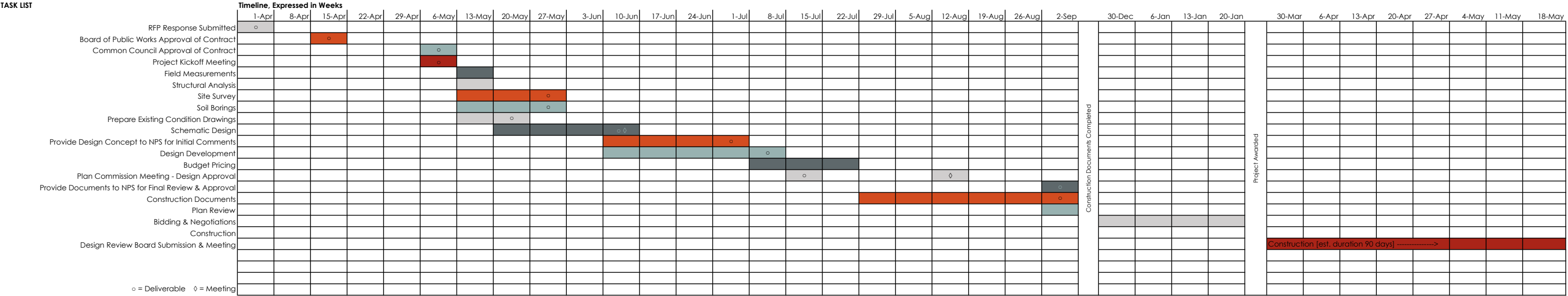
"They worked with us, the GC and the sub-contractors to insure the work was completed to scope, catching many of the contractor's mistakes before they got too expensive to fix."

Mike King - Microbial Discovery Group

"What we most appreciated was their willingness to listen carefully to what we required, their ability to remain patient and good-humored when we asked them to change design elements, and their commitment to providing a product of high quality within our budget and time constraints."

Pastor Kathleen L. Rinear - Brookfield Congregational Church

Hillcrest Park - PROPOSED WORK PLAN



Critical Dates

June 14th Submit Schematic Design Package To Waukesha for Approval
July 15th Submit Design Development Package to Waukesha for Review
July 15th Submit Plans to Waukesha Plan Commission for Approval
August 14th * Waukesha Plan Commission Meeting
August 23rd 90% Construction Document Coordination Set
September 6th Construction Documents Complete, Submit to Waukesha for Bidding
March 30th [2020] * Start of Construction

* Reviews and Construction Timelines outside of GCA's control

PROPOSAL – HILLCREST PARK

April 5th, 2019

City of Waukesha Engineering Department
Attn: Katie Jelacic
130 Delafield Street
Waukesha, WI 53188

Dear Ms. Jelacic,

Based on your Request For Proposal, and our walk through of the site on March 27th 2019, please find the following Proposal for Architectural Services for the above referenced project.

BASIS OF THE PROPOSAL

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

- A. Client intends to construct the following at Hillcrest Park, a former Nike Missile radar station.
 - 1. A historically sensitive open-air shelter that incorporates the existing structure of the Nike missile radar tower.
 - 2. An ADA compliant pathway to the aforementioned shelter.
 - 3. Educational signage to explain the radar tower's history and significance.
 - 4. Electric hookups and lighting at the new shelter area.
- B. Structural, Civil, Topographic Survey, Electrical, and Soil Borings will all be provided as part of this contract.
- C. If the Owner transfers the property, project and/or development rights, GCA retains all rights to the design, and documents of service under intellectual copyright laws.

SCOPE OF WORK

- A. **SCHEMATIC DESIGN:** Schematic Design drawings as needed, will be produced to convey the overall design and communicate the intended feel of the space.
 - 1. Create 2-D and 3-D drawings to communicate design.
 - 2. Preliminary elevations and building sections to convey intent.
 - 3. 3-D digital model to be used to produce 2 finished renderings.
 - 4. Telephone conversations and / or meetings with relevant City of Waukesha officials to determine any potential zoning, code and planning issues related to the proposed project.
 - 5. Review relevant local, state, & federal regulations & policies for their impact on the proposed Open Air Shelter.
 - 6. Work directly with City staff to coordinate efforts on the project.

7. If necessary, conduct materials testing and analysis to determine appropriate preservation and rehabilitation techniques.
 8. Create a detailed base map of the site, including one-foot contours, utilities etc. in Autocad Civil 3D format.
 9. Provide and review soil borings.
 10. Assist City Staff with community engagement.
 11. (1) Presentation to the general public
 12. (1) Presentation to City Committee.
 13. (1) Presentation to the Parks, Recreation & Forestry board.
- B. **DESIGN DEVELOPMENT:** Upon approval of Schematic Design, further develop the selected design concept to integrate Structural Engineering input, and Electrical systems. Design Development Work to include:
1. Building plans, elevations, and sections as required showing intent of materials, fenestration, general character and required work. Drawings will be completed to a level adequate for initial pricing.
 2. Critical detail drawings of unique circumstances that are deemed necessary for accurate pricing of the project.
 3. (1) Review meeting with owner.
 4. Establish preliminary budget numbers with the selected General Contractor. Gather information on the overall aesthetic of the retail space and apartments.
 5. A structural analysis of the existing tower structure to verify that it can support the shelter (reinforcement may be necessary).
 6. Coordinate design with the NPS and get approval of the project.
- C. **CONSTRUCTION DOCUMENTS:** Construction Document drawings for the project will be produced. Drawings and information included in Construction Document Set shall include the following:
1. Site plan showing project limits
 2. Proposed floor plans of the structure.
 3. Proposed elevations for all "exterior" faces of the structure.
 4. Proposed Sections and Details to convey new construction
 5. Lighting concept plan to convey design intent.
 6. Telephone conversations and one meeting with relevant City of Waukesha plan reviewers.
 7. Plan Commission meetings as needed to secure any necessary approvals for project.
 8. Submit drawings for Building Permit and answer questions necessary to expedite permit acquisition. All fees for review are to be paid by owner.
 9. Provide a digital copy of the plans in the City's current AutoCAD format.
- D. **BIDDING & NEGOTIATION:** Work during this phase of the project will include the following:
1. During bidding, GCA will provide the selected contractors with electronic drawing facsimiles for printing and will answer bidder questions.
 2. Attend the Pre-Bid meeting.
 3. Assist the City during the bidding process.
- E. **CONSTRUCTION ADMINISTRATION:** During Construction, GCA will provide the following construction contract administration services:
1. Clarify and answer questions during construction.
 2. Review shop drawings. (Casework, steel drawings, etc.)
 3. [2] site visits per month to review construction progress.
 4. Statement of Compliance for City of Waukesha.
 5. Attend pre-construction meeting
 6. Review Change Order requests.

7. Review requests for payment to the contractor.
8. Make final inspections & prepare punch list for final acceptance.
9. Provide "As Built" information to reflect changes to design during construction.
10. Review as-built information provided by the contractor.

ADDITIONAL SERVICES

Items Outside the Scope of Architectural Services and considered **Additional Services**:

- A. Plan examination fees or Building Permit fees to State or local authorities.
- B. Hazardous material Studies or Reports.
- C. Additional approval meetings beyond those listed
- D. Drawing changes for unforeseen conditions and client changes after approval.
- E. Plumbing, and HVAC engineering services.

Additional Services will be billed hourly at our standard rates:

ARCHITECTURAL	
Principal	\$125 / hour
Architect:	\$110 / hour
Drafter / Intern	\$95 / hour

REIMBURSABLE EXPENSES

Normal Reimbursable Expenses include:

- A. Reproduction costs (prints, copies, plots, etc.)
- B. Cost of all permits and / or governmental fees.
- C. Postage and shipping costs
- D. Mileage & transportation expenses for additional meetings outside of those stated.

Reimbursable expenses are billed monthly throughout the project at direct cost.

FEE FOR DESIGN SERVICES

See enclosed Fee Proposal

SCHEDULE

Work on this project will commence upon receipt of a signed copy of this proposal. The schedule shall be mutually agreed upon by GCA and client upon execution of this agreement. We understand that you would like to have occupancy of the shelter by August of 2020 and have provided a schedule within the RFP response that outlines how that might be accomplished.

We look forward to working with you on this project and helping to revitalize this truly unique park. If you agree with the above proposal and the standard terms and conditions attached hereto, please sign below and return one copy to my attention.

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.

Indemnification: The client shall, to the fullest extent permitted by law, indemnify and hold harmless GCA and GCA's employees, agents, and sub-consultants from and against all damage, liability and cost, including reasonable attorney's fee and defense costs arising out of damages related to the project that fall outside the performance of services covered under Agreement.

Invoicing and Payment: Invoices shall be submitted monthly for services rendered and reimbursable expenses with net payment due in thirty (30) days from date of invoice. Simple interest shall accrue at the rate of 1.5% per month (18% annually) on any unpaid balances of more than 60 days. In the event any amount becomes past due, the design professional may give 7 days notice of intent to terminate the contract. All reimbursable fees including, but not limited to, printing and reproduction, submittal fees, subcontractor services, and travel are subject to a 10% handling markup. 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.

Limitation of Liability: In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and Consultants officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant and Consultants officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed the Consultant's total fee for services rendered on this Project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

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.

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GALBRAITH CARNAHAN ARCHITECTS

• 6528 West North Avenue, Wauwatosa, Wisconsin 53213 • PHONE: (414) 291-0772 • WEB: www.galbraithcarnahan.com •

PROPOSAL – HILLCREST PARK

April 5th, 2019

City of Waukesha Engineering Department
Attn: Katie Jelacic
130 Delafield Street
Waukesha, WI 53188

FEE FOR DESIGN SERVICES

The Fee for the **Architectural Services** outlined within our Request for Proposal Response is a lump sum and will be billed throughout the project in direct proportion to the work accomplished. Typical breakdowns of fee per phase are as follows:

Fee Breakdown:

Schematic Design	\$ 9,425.00
Design Development	\$ 7,700.00
Construction Documents	\$11,400.00
Bidding & Negotiation	\$ 1,200.00
Construction Administration	\$ 2,000.00
Total	\$31,725.00

The Fee for the above-described **Architectural Services** will be the lump sum amount of **\$30,725** (Thirty Thousand Seven Hundred and Twenty Five Dollars and 00/100 cents).

Payment is due within 30 days of receipt. Outstanding balance incurs interest at an annual rate of 18% (1½% monthly). If you require any modifications to the payment schedule, please contact us so that an agreeable arrangement can be made.

BREAKDOWN BY DISCIPLINE

Fee Breakdown:

Site Survey		\$ 3,200.00
Civil Engineering	[Ellena Engineering]	\$ 5,300.00
Soil Borings	[CGA Environmental]	\$ 2,325.00
Electrical Engineering	[Cottrell Design Inc.]	\$ 2,400.00
Structural Engineering	[Spire]	\$ 6,000.00
Architecture	[GCA]	\$12,500.00
Total		\$31,725.00

SCHEDULE OF HOURLY RATES

Additional Services will be billed hourly at our standard rates:

ARCHITECTURAL

Principal	\$125 / hour
Architect:	\$110 / hour
Drafter / Intern	\$95 / hour

STRUCTURAL

Senior Structural Engineer:	\$140 / hour
Structural Engineer:	\$115 / hour
Structural Drafter:	\$75 / hour

ENGINEERING

Civil Engineer:	\$ 95 / hour
Geotechnical Engineer:	\$130 / hour
Electrical Engineer:	\$110 / hour