



April 10, 2019

Ken Gilliam
Fire Chief
La Crosse Fire Department
726 5th Avenue South
La Crosse, WI 54601

**SUBJECT: PROPOSAL FOR PROFESSIONAL SERVICES FOR FEASIBILITY STUDY.
DESIGN AND CONSTRUCTION SERVICES FOR LA CROSSE FIRE
STATION- SOUTH**

Dear Mr. Gilliam,

Thank you for requesting a proposal for professional services on this project. Attached is our proposal for services to Design and provide Construction Management/Project Coordination services for a new facility located on the South side of La Crosse, WI, hereinafter described as La Crosse Fire Station – South.

Our Study Phase scope outlined below will confirm the program of the new building space, its impact on site parking, circulation and utilities, the requirements for the various building systems (architectural, structural, mechanical, electrical, etc.). If you elect to proceed to the Preliminary Design Phase, we would advance the preferred alternative building and site layouts determined in the Study Phase, and provide more refined building and site drawings, along with preliminary building system designs and a more detailed preliminary design opinion of probable costs.

If you elect to proceed to the Final Design and Bid Phase, we would advance the building and site drawings to completion and publically issue the documents for competitive bidding to multiple contractors.

If you elect to proceed to the Construction Phase, we would proceed with Construction Administration and Project Coordinator/Construction Management services in accordance with General Municipal Law on your behalf through completion of this project.

Based on our discussions, the following is our understanding of the project scope:

A. SCOPE OF WORK

TASK A - Design: Immersion and Feasibility Study (Schematic Design Phase – 15% of Design fee):

- 1) Obtain existing site drawings for review and visit site to confirm existing conditions and future opportunities.
- 2) Issue and review a due diligence checklist and provide the owner assistance in obtaining the necessary information to complete purchase of the proposed site.
- 3) Conduct 1 day Immersion work session between the owner and design/construction team to:

TASK C - Design: Final Design Services (Construction Document Phase – 40% of Design fee):

Based on the approved Preliminary Design and opinion of probable construction costs for this project, perform the following:

- 1) Perform any additional field visits necessary to verify existing drawings and further document/photograph existing conditions
- 2) Prepare updated building code review and code compliance drawings showing exiting requirements, fire separations, etc.
- 3) Attend eight (8) bi-weekly design meetings during an assumed four (4) month design duration with the Owner to review and coordinate the progress of design.
- 4) Based on the approved preliminary design report, prepare Construction Drawings and Technical Specifications suitable for competitive bidding that describe the size and character of facility systems and materials for each of the following disciplines:
 - a) Architectural
 - b) Structural
 - c) Civil
 - d) Landscaping
 - e) HVAC
 - f) Plumbing
 - g) Electrical
- 5) Refine the current 3D building perspectives based at the completion of the 30% design completion stage.
- 6) Present final Construction Documents to the Owner for sign-off and determine the next course of action for this project.

TASK D - Design: Bidding Services (Bidding Phase – 5% of fee):

- 1) Attend pre-bid meeting/site walk-thru and issue meeting minutes
- 2) Process RFI's and assist with assembling addendum
- 3) Assist with De-scope/interview of 2 lowest bids from each bid package
- 4) Attend a meeting with Owner to review bid recommendations and determine selected contractors for each bid package

TASK E - Design: Construction Administration Services (Construction Administration Phase – 15% of Design fee):

Based on the approved Final Preliminary and opinion of probable construction costs for Phase II work, perform the following:

- 1) Construction Kick-Off Meeting
 - a. The construction phase will be initiated by a Kick-Off meeting between the Owner, the Design Team, the Project Coordinator and the successful Contractors. This meeting will set the parameters for the construction phase process and the expectations for all aspects of the work.
- 2) Construction Review and Observation
 - a. Attend twenty (20) bi-weekly construction meetings during an assumed ten (10) month construction duration with the Owner, the Design Team, the Project Coordinator and the successful Contractors to review and coordinate the progress of construction.

- 8) De-scope/interview 2 lowest bids from each bid package and make recommendation of award to Owner
- 9) Attend a meeting with Owner to review bid recommendations and determine selected contractors for each bid package
- 10) Prepare construction contracts direct with Owner and issue NTP to contractors

TASK G - Construction Management: Project Coordination Services:

- 1) Assist Owner with obtaining building permit and coordination of utility service connections/upgrades.
- 2) Conduct pre-construction meeting with successful Multiple Prime Contractors at the project site. This meeting will set the parameters for the construction phase process and the expectations for all aspects of the work.
 - a. Prepare meeting agenda and distribute meeting minutes.
 - b. Review project scope, schedule and phasing milestones.
 - c. Review project administration procedures, requirements and responsibilities.
 - d. Review contracting requirements.
 - e. Review security procedures and site access.
 - f. Review contractor's responsibility for safety procedures.
 - g. Review site mobilization and logistics.
- 3) Prepare and maintain Master Project Schedule incorporating the activities of Owner, the Design Team and each Prime Contractor
- 4) Prepare and maintain Master Project Budget for cost control and provide monthly project budget updates using a fully-transparent, open-book format where all unused reserve funds are returned to Owner.
- 5) Assemble and issue 3rd Party Materials Testing/Special Inspections bid packages to local vendors for direct contract to Owner.
- 6) Provide full-time, on-site construction representative and administrative services in accordance with AIA Document 352 "Duties, Responsibilities and Limitations of the authority of the Architect's Project Representative" as follows:
 - a. Full-time on-site construction representative services to observe progress of construction.
 - b. Conduct weekly on-site construction meetings and issue meeting minutes
 - c. Coordinate Owner's 3rd Party Materials Testing and Special Inspections work with the Contractors.
 - d. Monitor and facilitate the RFI, submittal, shop drawing process
 - e. Negotiate all change orders with Multiple Prime Contractors
 - f. Prepare daily construction logs
 - g. Review the contractor's monthly applications for payment
 - h. Facilitate construction close-out procedures including assembling of punch lists, operations and maintenance manuals, record drawings, warranties/guarantees, Mechanical and Electrical system commissioning, start-up and testing, training, etc.
- 7) We are basing our professional fees on the following assumed weekly effort:
 - a. Site CM: 40 hours per week for 10 months (44 weeks)
 - b. Project Manager: 16 hours per week for 10 months (44 weeks)
 - c. Project Admin: 8 hours per week for 10 months (44 weeks)

- 2) For purposes of this agreement, the Cost of the Work shall be in the total cost to the owner to construct all elements of the project design or specified by the Architect and shall include the construction management costs and the general contractors' general conditions costs, overhead and profit. The cost of the work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies in the work or other costs that are the responsibility of the owner.
- 3) Design Services Fee will be broken down and invoiced in the following percentages allowing the client to review each task before pursuing the next phase:
 - i. TASK A - Schematic Design Phase: 15% of Design fee
 - ii. TASK B - Design Development Phase: 25% of Design fee
 - iii. TASK C - Construction Document Phase: 40% of Design fee
 - iv. TASK D - Bidding Phase: 5% of Design fee
 - v. TASK E - Construction Administration Phase: 15% of Design fee
- 4) Construction Management fees will be invoiced on a monthly basis at cost and will include on-site superintendent, project manager, administrative, on-site office supplies, travel mileage, etc. Staff will be billed using the following hourly rates:
 - i. Site Superintendent: \$115/hour
 - ii. Project Manager: \$125/hour
 - iii. Project Admin: \$55/hour
- 5) Should Wendel be required to perform additional services beyond those outlined above, we shall be compensated on an hourly or fixed sum basis for a mutually agreed scope of services.
- 6) Our fee and schedule proposal is valid for 45 days. If we do not receive a signed notice to proceed before that date, we respectfully reserve the right to re-evaluate our proposal.
- 7) Time and Expense (T&E) Estimated and Allowance budgets may require fee adjustments, up or down, depending on the actual level of effort required and/or requested.
- 8) Alternate Bids, if any, shall be compensated at a percentage fee of 7.5% of the Cost of the Work and shall be invoiced at 80% of the fee for items designed and bid but not built and at 100% of the fee for items designed, bid and built.

Should Wendel's proposal be accepted, Wendel Architecture P.C., a State of Wisconsin licensed architectural firm that is part of a consolidated group of Wendel Companies, will contract to undertake the work. Our letterhead and plans will still prominently say "Wendel" and we will refer to ourselves as Wendel throughout the project.

ACCEPTANCE / AUTHORIZATION:Accepted this 11 day of JULY, 2019Print Name: KEN GILLIAMSignature: Title: FIRE CHIEF**RETURN TO:**

Wendel
Attn: Kait Heschke
375 Essjay Road, Suite 200
Williamsville, NY 14221

PROFESSIONAL SERVICES TERMS AND CONDITIONS

its name as a client and general description of the work or service performed as references. Wendel will be given proper credit and acknowledgements for all services rendered including, but not limited to, planning, design and implementation. Proper credit shall be defined as being named by the Client (or their agent/owner) in project identification boards, published articles, promotional brochures and similar communications.

DISPUTE RESOLUTION. In an effort to resolve any conflicts that arise during the design or construction of the work or following the completion of the work, the Client and Wendel agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. In the event resolution of any conflict cannot be settled as a result of non-binding mediation, it will be addressed in an appropriate court of proper jurisdiction.

LIABILITIES. THE CLIENT AND WENDEL HAVE DISCUSSED THEIR RISKS, REWARDS AND BENEFITS OF THE WORK TO BE PERFORMED, WENDEL'S TOTAL FEE FOR SERVICES AND HAVE ALLOCATED THE RISKS SUCH THAT, UNLESS STATED OTHERWISE ELSEWHERE IN THIS AGREEMENT, THE CLIENT AGREES THAT TO THE FULLEST EXTENT PERMITTED BY LAW, WENDEL'S TOTAL LIABILITY TO THE PROPOSAL RECIPIENT FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES, DAMAGES, OR CLAIM EXPENSES ARISING OUT OF THIS AGREEMENT FROM ANY CAUSE OR CAUSES INCLUDING, BUT NOT LIMITED TO, WENDEL'S NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY SHALL NOT EXCEED THE PROCEEDS OF THE AVAILABLE INSURANCE COVERAGE REQUIRED UNDER THIS AGREEMENT.

CLIENT INDEMNITY. Nothing in this Agreement is intended or shall be construed to be a waiver or estoppel of Client or its insurer (or otherwise affect or alter their ability) to rely upon the limitations, defenses and immunities contained within Wis. Stat. §§ 345.05 and 893.80, or other applicable law. To the extent that indemnification is available and enforceable against Client, (a) Client or its insurer shall not be liable in indemnity, contribution, or otherwise for an amount greater than the limits of liability of municipal claims established by applicable Wisconsin or federal law; and (b) Client's obligations under this Agreement are further conditioned upon the following: (i) the indemnified party shall promptly notify Client in writing of any such claims, demands, liabilities, damages, costs and expenses within ten business days of discovery; (ii) Client shall have sole control of, and the indemnified party shall reasonably cooperate in all respects, in the defense of the claims, demands, liabilities, damages, costs and expenses and all related settlement negotiations; and (iii) the indemnified party shall not make any admission or disclosure or otherwise take any action prejudicial to Client except as required by law. The parties represent that, as of the effective date, neither party has any notice or knowledge of any claims, demands, liabilities, damages, costs and expenses asserted or threatened by any third party with respect to the matters contemplated in this Agreement.

WENDEL INDEMNITY. Wendel agrees to indemnify client for liability for losses, damages, or expenses (including reasonable costs and attorney's fees) to the extent caused by Wendel's negligent acts, errors, or omissions relating to this Agreement, subject to any limitations of liability set forth elsewhere herein.

CONSEQUENTIAL DAMAGES. NEITHER PARTY WILL BE RESPONSIBLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES.

BUDGET/CONTINGENCY. The Client agrees to establish a realistic budget for the cost of the work; the budget will include a contingency fund which will be used solely for the purpose of paying for contractor change orders, addressing omissions from the construction documents, and Client approved Change Orders for Wendel's services.

OPINIONS OF CONSTRUCTION COST. Any opinion of construction cost prepared by Wendel represents its judgement as a design professional and is supplied for the general guidance of the Client. Since Wendel has no control over the cost of labor and material, or over competitive bidding or market conditions, Wendel does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the Client.

INSURANCE. Unless otherwise specified in this Agreement, Wendel shall, at its sole expense, maintain in effect at all times during the Agreement, insurance coverage with limits not less than those set forth below with insurers and under forms of policies set forth below.

a. **Worker's Compensation and Employers Liability Insurance.** Wendel shall cover or insure under the applicable labor laws relating to worker's compensation insurance, all of their employees in accordance with the laws of the State of Wisconsin. Wendel shall provide statutory coverage for work related injuries and employer's liability insurance with limits of at least for employer's liability of one million dollars (\$1,000,000.00) per each accident, one million dollars (\$1,000,000.00) per each employee and one million dollars (\$1,000,000.00) total policy limit.

b. **Commercial General Liability and Automobile Liability Insurance.** Wendel shall provide and maintain the following commercial general liability and automobile liability insurance:

i. Coverage for commercial general liability and automobile liability insurance shall, at a minimum, be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001).

PROFESSIONAL SERVICES TERMS AND CONDITIONS

g. **Sub-Contractor.** In the event that Wendel employs other contractors (sub-contractors) as part of this Agreement, it shall be the Wendel's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

h. **Amendments.** Client may amend its requirements for insurance upon sixty (60) days written notice. Wendel shall procure updated insurance to comply with the new requirements of Client. Wendel may appeal any requirement to amend the insurance coverage to Client's City Council who may, in its sole discretion, mutually agree to waive such changes.

CONSTRUCTION PHASE SERVICES

SITE VISITS. Wendel shall make visits to the site at intervals appropriate to the various phases of construction to observe the progress and quality of the construction work and to determine, in general, if the results of the construction work are in accordance with the drawings and the specifications. Wendel shall not be required to make exhaustive or continuous on-site observations to check the quality of the construction work. Wendel does not guarantee the performance of any contractors. On the basis of on-site observations as a design professional, Wendel shall keep the Client reasonably informed about the progress and quality of the portion of the work completed, and promptly report to the Client (1) known deviations from the contract documents, (2) known deviations from the most recent construction schedule submitted by the contractor, and (3) defects and deficiencies observed in the work.

CONSTRUCTION MEANS AND METHODS. Wendel is not responsible for construction means, methods, techniques, sequences or procedures, time of performance, programs or for any safety precautions in connection with the construction work. Wendel is not responsible for the contractor's failure to execute the work in accordance with the construction contract.

SHOP DRAWING REVIEW. If shop drawing review is included in the services, Wendel shall review shop drawings, samples, and other submissions of the contractor only for general conformance to design concept.

OTHER CLAUSES

PUBLIC RECORDS. Wendel understands and acknowledges that Client is subject to the Public Records Law of the State of Wisconsin. As such, Wendel agrees to retain all records as defined by Wisconsin Statute § 19.32(2) applicable to this Agreement for a period of not less than seven (7) years after the termination or expiration of this Agreement. Wendel agrees to assist Client in complying with any public records request that Client receives pertaining to this Agreement. Additionally, Wendel agrees to indemnify and hold harmless Client, its elected and appointed officials, officers, employees, and authorized representatives for any liability, including without limitation, attorney fees related to or in any way arising from Wendel's actions or omissions which contribute to Client's inability to comply with the Public Records Law. In the event that Wendel decides not to retain its records for a period of seven (7) years, then it shall provide written notice to Client whereupon Client shall take custody of said records assuming such records are not already maintained by Client. This provision shall survive the termination of this Agreement.

FORCE MAJEURE. Neither Party shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, lockouts, accidents or other events beyond the control of the other or the other's employees and agents.

PURCHASE ORDERS. Client acknowledges and agrees that any purchase order issued by Client in accordance with this Agreement is intended only to establish payment authority for Client's internal accounting purposes. No purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement.

WAIVER. No waiver by either Party hereto or any failure or refusal by the other Party hereto to comply with its obligations hereunder shall be deemed a waiver of any other or subsequent failure or refusal by such Party to so comply.

GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the state in which the work or Project is located, without regard to principles of conflict of laws.

THIRD PARTY BENEFICIARIES. This Agreement is made solely for the benefit of the Client and Wendel, their successors and assigns, and no other person shall have any right, benefit or interest under or because of this Agreement.