



February 17, 2022

Mr. John C. Rooney, PE
Commissioner of Public Works/Engineering
Racine City Hall
730 Washington Avenue
Racine, WI 53403-1146

Re: Racine FCA CIP/Consolidation Study – Misc. Project Management Services

Dear Mr. Rooney:

Further to the request from the City of Racine (City), we are pleased to submit the following fee proposal for your consideration. As a continuation of the next phase of the Facility Condition Assessment (FCA), The Concord Group (Concord) will provide miscellaneous Project Management services and general strategy oversight to assist the City with development of a Capital Improvement Plan (CIP) and/or possible building consolidation/retirement assessment. Specifically, the ultimate goal of this assignment will be to drill-down and further evaluate the previously studied City-wide Building FCA to develop an updated CIP strategy to minimize future building operation/maintenance burden and associated funding impacts on the City. The following two items will be our general focal point once authorized during this anticipated four (4) months project:

1. Discuss with representatives of the City to classify which buildings should continue to receive funding for future operations and maintenance repair consideration, specifically the buildings with associated costs previously identified in the City-wide FCA assignment. Those buildings will be part of the CIP budget process and will be further evaluated with utilizing various funding alternatives to budget for the improvements.
2. Discuss potential options with consolidating select buildings to either retire permanently and/or build new, thereby taking advantage of the potential to remove the future building repair costs from the CIP and potentially sell/redevelop the property for a new use.

The following tasks detail the scope of services proposed for this assignment:

I. Scope of Services:

- A. Attend and conduct a kickoff meeting to confirm with the City the general process, goals, and objectives for this assignment.
- B. Obtain and review various existing reports and operation/maintenance procedures currently used by the City to manage the current facilities. Specifically, discuss the operation procedures with facility staff to confirm our understanding of the process and utilize this information as part of the evaluation on the existing buildings summary.
- C. We suggest that the City establish a Racine Steering Committee (RSC) that Concord will predominantly work with during this anticipated 4-month assignment. Our main purpose will be to assist the RSC with development of an updated FCA

CIP/Consolidation Plan. Concord will schedule and administer a total of eight (8) bi-weekly meetings with the RSC for the project duration.

- D. As part of the bi-weekly scheduled meetings, Concord will administer 3 workshops with the RSC and any additional City staff/stakeholders. These back-to-back workshops will be conducted to discuss, brainstorm, gather information, and prioritize initiatives for the study. Topics to discuss and receive City feedback/direction are as follows:
 - 1. Current Concord/McKinstry FCA outcomes reiterated in review to describe maintenance and repair conditions of the buildings summarized by municipal category and projected costs.
 - 2. Discuss in general any historical, environmental, sustainable, or operational use issues for the buildings and evaluate any potential obstacles.
 - 3. From the list compiled in the FCA evaluation, obtain City preference and consensus on priority need of each building proposed to be utilized and maintained as it currently exists.
 - 4. Evaluate with the RSC the municipal operations/buildings that may require modification to address the future needs/uses of the City.
 - 5. Similarly, obtain preference and consensus on which buildings or operations could be consolidated or retired.
- E. Collect and summarize the information gathered from the workshops and disperse to the team.
- F. Update the FCA 10- and 30-year CIP spreadsheet utilizing cost revision/reduction information derived from consolidating operations and retiring buildings.
- G. Work with the City to assess the potential for planning of building rehabilitation or new facilities because of the need to replace retired buildings.
- H. Prepare a draft FCA Capital Improvement/Consolidation Plan that incorporates an implementation plan with updated costs for repair.
- I. Discuss with City various funding options available and assist the City to develop a funding strategy for the updated CIP. Funding options that will be discussed are as follows:
 - 1. Traditional GO Bonding
 - 2. Federal Grants
 - 3. Alternative Financing Options
- J. Finalize the Capital Improvement/Consolidation plan with comments from the City.

Potential Additional Services:

- K. Provide miscellaneous Project Management services at the request of the Owner, to support additional initiatives outside of the services described above.
- L. Facilitate the process to identify and solicit additional Consultants that are determined necessary to continue the next steps of the future phases. For example, possible consultants are as follows:

1. Real Estate Consultant capable of providing a Property Appraisal or Market Study on retired properties.
 2. Master Plan Consultant capable of addressing possible redevelopment options on a regional scale that accounts for land use and traffic/transportation alterations.
 3. Environmental Consultants – Environmental Site Assessment (ESA) to address possible site contamination/demolition issues.
 4. Civil/Survey Consultant that addresses ALTA/CSM property issues.
- M. If requested, provide full Owner's Representation services for future projects identified as a result of this study. It would be expected that Concord would prepare a separate proposal for this work effort.

II. Professional Fees and Schedule:

In accordance with completing the Scope of Services described above, we propose an allowance of \$70,000 to be billed against over the next four (4) months utilizing the hourly rates assigned per staff provided below.

Concord 2022 Hourly Rates:

Principal	\$ 260
Director	\$ 230
Project Executive	\$ 220
Senior Cost Estimator	\$ 180
Senior Project Manager	\$ 180
Cost Estimator II	\$ 145
Project Manager	\$ 145
Cost Estimator I	\$ 135
Assistant Cost Estimator	\$ 105
Assistant Project Manager	\$ 105
Technical/Admin Assistant	\$ 90

Reimbursable Expenses:

The foregoing fees are exclusive of the following project related expenses:

- Approved work-related travel outside of Southeastern Wisconsin Metro Area.
- Cost for reproduction of drawings.
- Cost for specialized consultants engaged at the direction of the Owner.

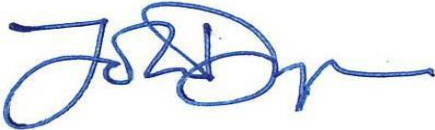
Payment of Fee and Reimbursable Expenses:

- An invoice will be submitted monthly, and payment will be due within thirty (30) days.

Thank you for the opportunity to submit our proposal for your consideration. We look forward to working with you on this exciting project.

Sincerely,

John Duggan



Chief Operations Officer/Principal
Concord Group

JJ/2022B501

Attachment – Concord Terms and Conditions

AUTHORIZATION:

Entity: _____

By: _____

Title: _____

Date: _____

Concord Group

Standard Terms and Conditions

1.)Amendments: Any changes or modifications to this Agreement must be in writing and executed by both parties.

2.)Independent Contractor: Nothing in this Agreement or the performance thereof shall create an employment, partnership, or joint venture relationship between the parties, it being acknowledged and agreed by client/owner that Concord is performing services under this Agreement as an independent contractor.

3.)Governing Law: This Agreement shall be governed and interpreted in accordance with the laws of the State of Illinois, without regard to the conflict of laws principles of the State of Illinois and any litigation or disputes in connection with this Agreement shall occur in the state and federal courts within Chicago, Illinois and the parties to the Agreement waive change of venue and consent and confirm personal jurisdiction of such courts.

4.)Binding Effect & Assignment: This Agreement shall be binding upon each party and their respective successors and permitted assignee. The Agreement may not be assigned by a party without the prior written consent of the other party, except a party may assign the Agreement to a subsidiary or a controlled affiliate if the assigning party guarantees in writing the assignee's performance prior to any such assignments.

5.)Termination: Unless specifically set forth in this Agreement to the contrary, the Agreement may be terminated at any time by either party, with or without cause, by the terminating party providing written notice thereof at least twenty (20) business days prior to the termination. If terminated by client/owner then client/owner shall be obligated to pay Concord for all services rendered under this Agreement prior to the termination date and pay Concord for all reimbursable expenses incurred by Concord prior to such date.

6.)Waiver: No action or failure to act by a party shall constitute a subsequent waiver of a right or duty afforded under this Agreement or constitute approval or acquiescence of a breach of this Agreement.

7.)Entire Agreement: This Agreement together with this Standard Terms and Conditions and any exhibits represents the entire understanding and agreement of the parties and supersedes all other agreements, oral or written, regarding the subject matter of this Agreement.

8.)Severability & Authority to Reform: If any provision of this Agreement is found by a court or arbitrator to be unenforceable, vague, or overbroad, then the parties authorize the court or arbitrator to reform any such provision to render it enforceable under Illinois law and direct the remainder of this Agreement be enforced to be fullest extent as possible.

9.)Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. A fully executed facsimile or email copy of this Agreement shall be effective as an original.

10.)Indemnity: Concord shall to the fullest extent permitted by law, indemnify, defend, and hold harmless client/owner, its officers, directors, shareholders, members and employees from any loss, damage or expense (including attorneys' fees) (collectively, "Losses") arising from a breach of this Agreement by Concord which if capable of being cured is not cured within then (10) business days of written notice thereof from client/owner.

Client/Owner shall to the fullest extent permitted by law, indemnify, defend and hold harmless Concord its officers, directors, shareholders, members and employees from any Losses arising from (i.) a breach of this Agreement by client/owner which if capable of being cured is not cured within ten (10)

business days of written notice thereof from Concord; (ii.) any Losses, including without limitation, any claim (third party or otherwise) cause of action for personal injury, death or property damage; and (iii.) Concord's services under the Agreement on behalf of client/owner unless such Losses result from (a.) finally judicially determined gross negligence or willful misconduct by Concord or (b.) Concord's breach or violation of this Agreement which is curable and is not cured within the applicable period.

Neither party shall be liable to the other (except for third party claims referenced in clauses (ii.) and (iii.) of the immediately preceding paragraph) for special, punitive, or lost profits and Concord's liability shall in all events be limited to the aggregate fees paid by client/owner under this Agreement to Concord.

This indemnity obligations shall survive termination of this Agreement.

11.) Legal Advisors: The parties acknowledge that this Agreement has been drafted by all parties hereto in conjunction with their legal advisors and agree that any ambiguity or uncertainty existing herein shall not be construed against any one party to the detriment of any other.

12.) Headings: The headings herein are inserted for convenience of reference only, and shall not be deemed to limit, expand, or interpret the sections to which they apply.

13.) Limitation: Concord shall not be liable for (a.) any errors or miscalculations in Concord's reports resulting or derived from any information provided by client/owner or its agents and representatives, or (b.) delays or performance failures due to circumstances beyond Concord control.

14.) Force Majeure: Except for payment obligations, each party shall be excused from any delay or failure in performance under this Agreement caused by reason of an occurrence or contingency beyond its reasonable control.