

January 18, 2007

Mr. Thomas M. Eeg  
Assistant Commissioner of Public Works/Operations  
The City of Racine  
City Hall Room 303  
720 Washington Avenue  
Racine, WI 53403



Re: **2009 Parking Ramp Maintenance**  
**A&O Proposal #:MU07106**

Dear Tom:

Thank you for the opportunity to submit an engineering proposal for the 2009 Parking Ramp Maintenance project. We propose to provide engineering services for the lump sum fee of \$42,600. This fee includes all expenses. This proposal is based on the attached scope of services. It is our understanding the Field Survey and Budget Update portion of our services shall be complete by July 31, 2008 and Construction Documents shall be available by December 1, 2008 so Bidding can commence by January 1, 2009.

Existing condition observations to be performed are based on a visual inspection and chain drag survey only and does not contemplate or involve the dismantling or moving of any objects or portion of the premises. Latent and concealed conditions, defects and deficiencies are excluded from our review. Arnold & O'Sheridan, Inc. shall have no liability for concealed from view or inaccessible conditions which were not or were not able to be directly observed. Our observations will be limited to the conditions on the date(s) of our observation, the real property and not the review of personal property.

I will be the project manager. Please contact me with all information concerning the project schedule, meeting dates, requests for information, and project directives.

The Arnold & O'Sheridan, Inc. Standard Terms and Conditions (copy attached) should be considered a part of this proposal. If this proposal and these terms and conditions are acceptable, please sign both copies. Keep one copy, and return one copy for our records.

Arnold & O'Sheridan requires a signed proposal, contract, or written authorization to proceed prior to performing services on all of its projects. The undersigned individuals acknowledge that they are authorized to sign on behalf of and bind their respective employers to the terms and conditions of this agreement.

*Please note that the proposed engineering fees contained in this proposal are valid for 60 days from the date of this proposal.*

Please call me if you have any questions regarding our proposal. We look forward to working with you on this project

Sincerely,

ARNOLD & O'SHERIDAN, INC.

CONSULTING ENGINEERS



*Kevin M. Graham*

Kevin M. Graham  
Structural Technician

Alk

Attachment

cc: John Burgan – A&O  
Jeff Edge – A&O

ARNOLD & O'SHERIDAN

CITY OF RACINE

Signature *Brian L. Hanson*  
Name: Brian L. Hanson  
Title: President

Date 01/21/08

Signature *Ben Miller*  
Name: Ben Miller  
Title: Chief Financial Officer

Date 1/21/08

Signature \_\_\_\_\_  
Name: Gary Becker  
Title: Mayor

Date \_\_\_\_\_  
Attest

Janice Johnson – Martin City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

Provisions have been made to pay the liability that accrue  
Hereunder

\_\_\_\_\_  
David Brown, Acting Finance Director

## ATTACHMENT A

### SCOPE OF SERVICES

#### Project Description

The City intends to continue its ongoing program for maintenance of the Gaslight Pointe, McMynn, Lake Avenue, Shoop, and Civic Centre parking ramps. Arnold & O'Sheridan, Inc. (A&O) will provide field surveys, budget updates, construction document preparation, and construction observations as described below.



The 2009 Maintenance Program will include routine maintenance in all of the ramps. Planned elements are outlined below; however, these elements may be revised by amendment hereto as a result of conditions found in the Field Survey phase of the project. This Scope of Services is based upon the total budget for construction estimated at \$150,000.

Routine maintenance elements considered include:

#### Shoop Ramp

- Review of performance of past sealant applications.
- Miscellaneous repairs.

#### Lake Avenue Ramp

- Review of performance of past sealant applications.
- Miscellaneous repairs.

#### McMynn Ramp

- Patching of spalled concrete.
- Miscellaneous repairs.

#### Gaslight Pointe Ramp

- Review of performance of past sealant applications.
- Miscellaneous repairs.

#### Civic Centre Ramp

- Review of performance of past sealant applications.
- Miscellaneous repairs.

A&O will perform the following Services under this Agreement:

#### Field Survey

- Visually observe the parking ramps and note areas needing repair. Review of the ramps will include a chain drag survey of cast-in-place pourstrips at the precast ramps and a chain drag survey throughout McMynn.
- Based upon such observations, prepare a preliminary cost of construction for the recommended repairs. This task will include a review of past testing and a recommendation for future testing not included in this proposal.
- Provide a meeting with the City to discuss repair options and potential costs.

### **Budget Update**

- Use the results of the field survey, past maintenance programs, and previous future projections to update projections of future costs.

### **Construction Documents**

- Based upon results of the above-described field survey and the City's determination of needed repairs, prepare plans, details, and specifications for the repair work.
- Provide the City with a check set of documents for review to be certain that the City and A&O have the same understanding of work to be completed.
- Following this review, make revisions to documents as necessary and supply 30 sets of bidding documents to the City for distribution to prospective bidders.



### **Bidding**

- Respond to contractor's questions
- Prepare addenda
- Assist the City in review of contractor's bids

### **Construction Administration**

- Attend a pre-construction meeting
- Provide three site visits to observe construction
- Review contractor submitted pay requests, test reports, and product data
- Respond to City and contractor questions
- Provide two punch list observations

The site visits will allow A&O to observe the progress of the construction and to assess if the construction is being performed in general conformance with the construction documents. A&O shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with construction.

ARNOLD & O'SHERIDAN, INC.

STANDARD TERMS AND CONDITIONS



1. **Services.** Arnold & O'Sheridan, Inc. (A&O), a Wisconsin corporation, will perform the services set forth in its proposal letter, attached hereto, which provides that these Terms and Conditions are made a part thereof.
2. **Compensation.** In consideration of the services performed by A&O, the Client shall pay A&O as provided in the proposal. A&O's client is responsible for reimbursable expenses incurred, including, but not limited to, travel, mileage, printing and CAD services.
3. **Terms of Payment.** Invoices will be sent no more often than monthly for the services performed and the expenses incurred for this job, during the preceding monthly period. A&O's client should pay the full amount of the invoice within 30 days of the invoice date. If the client fails to make any payment due A&O within 30 days of the invoice date, the amount due A&O shall include a finance charge at the rate of one percent per month, calculated from the 30<sup>th</sup> day after the date of the invoice.
4. **Force Majeure.** A&O shall not be liable for any loss or damage due to failure or delay in rendering any service called for under the proposal letter resulting from any cause beyond A&O's reasonable control.
5. **Independent Contractor.** It is agreed between the parties that employment by A&O's client of construction contractors, or subcontractors to construct work and perform maintenance constitutes them independent contractors and as such they are completely responsible to A&O's client for the performance of their contracts, and maintaining the construction schedules. It is further agreed that these construction organizations are solely responsible for the methods and detailed sequences of construction and for safety precautions incident thereto. The presence of an A&O project manager at the work site will not relieve the construction contractor of these responsibilities.
6. **Insurance.** Where A&O's client requires that project construction contractors or subcontractors provide liability insurance, A&O's client shall require such contractors or subcontractors to name A&O as an additional insured. A&O's client shall require contractors and subcontractors to submit certificates evidencing proof of such coverage directly to A&O at 1111 Deming Way, Madison, Wisconsin 53717.
7. **Patents.** A&O shall not conduct patent searches in connection with its services under the proposal letter and assumes no responsibility for any patent or copyright infringement arising therefrom. Nothing in the proposal letter or these terms and conditions shall be construed as a warranty or representation that anything made, used or sold arising out of the services performed under the proposal letter will be free from patent or copyright infringement.
8. **Termination of Contract.** Either party may at any time, upon seven days' prior written notice to the other party, terminate this Agreement. Upon such termination, A&O's client shall pay to A&O all amounts owing under the proposal letter for all work performed up to the effective date of termination, plus reasonable termination costs. Reasonable termination costs shall include, but not be limited to, the cost of terminating any contracts, leases or other obligations incurred by A&O in connection with the services set forth in the proposal letter.
9. **A&O's Right to Suspend its Services.** In the event that A&O's client fails to pay A&O the amount due on any invoice within 60 days of the date of the invoice, A&O may, after giving seven

days' written notice to its client, suspend its services until payment in full for all services and expenses is received.



10. **Instruments of Service.** Any drawings, specifications or reports prepared by A&O under the attached proposal letter shall be the property of A&O's client. A&O shall have the unlimited right, however, to use such drawings, specifications and reports and the intellectual property therein. A&O's client shall use such drawings, specifications and reports only for the project or purpose for which they were prepared. "Documents" as referred to herein are limited to the printed copy (hard copy) that are signed or sealed by A&O, its agents or employees. Files on electronic media of text, data, graphics, or of other types that are furnished by A&O, are only for the convenience of A&O's client. Because electronic media can deteriorate or be modified, inadvertently or otherwise, without authorization of the data's creator, the party receiving electronic data agrees that it will perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected in the 30-day period will be corrected by the creator of the electronic data. Electronic drawings will not contain A&O's or its engineer's seal or title block identification. The creator of electronic files is under no obligation to maintain hardware or software to use the media of transfer at a future date. Any conclusions of information derived from electronic files that are not specifically a requirement of the project work statement are at the user's sole risk.
11. **Estimated Costs.** Any "estimated costs" contained in the proposal letter, represents A&O's best judgment as a design professional familiar with the industry. It is recognized, however, that neither A&O nor its client has control over the costs of labor, materials or equipment, over contractors' methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, A&O cannot and does not warrant or represent that bids or negotiated prices will not vary from the cost estimates prepared by A&O.
12. **Payments Marked "Paid In Full".** We may accept letters, checks, or other types of payments showing "payment in full" or using other language to indicate satisfaction of your debt, without waiving any of our rights to receive full payment under this Agreement. Satisfaction of your debt for less than the full amount requires a written agreement, signed by one of our authorized employees.
13. **Limit of Liability.** A&O will perform its professional services under this Agreement by the exercise of due care and skill in accordance with applicable professional standards for services of this type under these circumstances. To the fullest extent permitted by law, the total liability, in the aggregate, for Engineer and Engineer's Officers, Directors, Partners, Employees, Agents, and Independent Professional Associates and Consultants, and any of them to Owner and anyone claiming by, through, or under Owner, for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or breach of warranty of Engineer or Engineer's Officers, Directors, Partners, Employees, Agents, and Independent Professional Associates and Consultants, or any of them, shall not exceed the amount of fee received.
14. **Governing Law.** The attached proposal letter and these terms and conditions shall be governed by the laws of the State of Wisconsin.
15. **No Assignment.** Neither party shall assign its rights, interests or obligations under the proposal letter without the express written consent of the other party. Any assignment made without such written consent shall be void; however, such consent shall not be unreasonably withheld.

16. **No Waiver.** The failure of either party to enforce, at any time, the provisions of the proposal letter or these terms and conditions shall not constitute a waiver of such provisions or the right of A&O or its client at any time to avail themselves of such remedies as either may have for any breach or breaches of such provisions.

17. **Services to be Furnished by Client.** A&O's client shall, at no cost to A&O:



- a. Provide all data and information in its possession as may be required by A&O to perform the services set forth in the proposal letter.
- b. Provide access to the work site so that A&O's employees may perform the work under the proposal letter without interference.
- c. Designate a person to act as its representative, who shall have complete authority to transmit instructions, receive information, and interpret and define its policies and decisions with respect to the services under the proposal letter.
- d. Give prompt notice to A&O should it observe or otherwise become aware of any defect in the services provided by A&O.
- e. Furnish to A&O, prior to any performance by A&O, a copy of any engineering, design, and construction standards, which it shall require, A&O to follow in its performance of services under the attached proposal letter.

18. **Entire Agreement.** The attached proposal letter and these terms and conditions, upon their acceptance by A&O's client, shall constitute the entire and integrated understanding between the parties and supersede all prior and contemporaneous negotiations, representations and agreements, whether written or oral, with respect to the subject matter herein. This agreement may not be amended by A&O's client or the owner issuing a purchase order containing additional contradictory terms. The attached proposal letter and these terms and conditions may be amended only by written instrument signed by A&O and A&O's client.

\* \* \*