

MEKUS Tanager

ARCHITECTURE
PLANNING
INTERIOR DESIGN

May 17, 2011

Mr. Jack Schumann
Manager of Parks and Assistant Director of Parks, Recreation and Cultural Services
CITY OF RACINE
City Hall Annex
800 Center Street
Racine, WI 53403

RE: REVISED PROPOSAL FOR REMEDIATION SERVICES

Dear Jack:

Please accept the enclosed revised proposal to provide remediation services to the damaged crypt fronts, trim and base at Mound and Graceland Cemeteries.

If you have any questions regarding the above, please do not hesitate to call.

Sincerely,

MEKUS Tanager INC



Christopher M. Mekus, AIA
Principal

CMM/keg

11-6531

Prepared for:

City of Racine

Remediation Services

for

Mound and Graceland Cemeteries

Racine, WI

January 28, 2010

Revised May 17, 2011

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DESCRIPTION OF SERVICES

Mekus Tanager Inc (MTI) proposes to provide the City of Racine (CR), with the following architectural services for the remediation of damaged granite crypt fronts, trim and base at Mound and Graceland cemeteries.

This proposal is based on a meeting between Ken Giere, Jack Schumann and Steve Bedard on January 28, 2010, and includes drawings, specifications and construction administration.

Graceland Cemetery

The Graceland Cemetery scope of work includes repair to the granite base and side trim on three (3) existing crypt buildings - nine (9) total elevations that are comprised of 420 total crypts.

Mound Cemetery

The Mound Cemetery scope of work includes repair and re-setting of the granite base and crypt fronts on the existing crypt buildings located in the southeast corner - six (6) total elevations that are comprised of 145 total crypt fronts. The scope of work will also include repair work required for the building expansion joint between the previous phased construction.

FIELD INVESTIGATION

MTI will visit both cemeteries to investigate and verify the damage to the crypt fronts, trim and base. MTI will document the existing conditions with photographs.

CONTRACT DOCUMENTS

MTI will prepare elevations of the damaged areas, and identify the source of the problems. MTI will develop drawings, details and specifications to correct the problem so that the city can competitively bid the work.

DESCRIPTION OF SERVICES (continued)

CONTRACT ADMINISTRATION

MTI's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Contract for Construction and terminates at the earlier of the issuance to CR of the final Certificate for Payment or 45 days after the date of Substantial Completion of the Work.

General Project Administration

MTI shall provide administration of the Contract for Construction as set forth below and in the current edition of AIA Document A201, General Conditions of the Contract for Construction.

Construction Observation

MTI will provide periodic on site observation during construction and follow up of the project work. MTI will advise as to whether the premises are being constructed and completed in accordance with the Contract Documents. This proposal has included three (3) site visits.

Review of Shop Drawings

MTI shall review and take other appropriate action upon Contractor's submittals such as shop drawings, product data or samples as to their conformance with the documents.

Installation Inspection and Punchlist Preparation

MTI will conduct a final tour of the project and will issue a Punchlist, after the General Contractor's Substantial Completion of the premises. MTI will coordinate with the General Contractor to observe their completion of the Punchlist items for up to forty-five (45) days following the notification of Substantial Completion.

Observation of Punchlist Work

Upon notification by the Contractors for construction that Punchlist items are complete, MTI will conduct a final inspection tour to verify all Punchlist items are complete.

DESCRIPTION OF SERVICES (continued)

General Project Administration

MTI shall review Contractors' monthly applications for payment as provided in the Contract.

Project Completion

MTI's obligation to provide the Basic Services outlined above will terminate when final payment to the Contractors is due or forty-five (45) days after the Date of Substantial Completion of the work, whichever occurs first.

SCHEDULE

MTI anticipates approximately **six (6) weeks** for the completion of the above described services.

FEE

Based on these services and time schedule, MTI proposes a lump sum fee of **\$15,225.**

Reimbursable Expenses

In addition to the above fee amounts, out-of-pocket expenses such as travel, delivery and reproduction of documents will be reimbursable.

Invoicing

CR is responsible for our fees as they occur. All billing is done on a monthly basis for the technical labor expended to date and will be paid upon receipt. Any invoices not paid within sixty (60) days will be cause for all work to stop until payment for such services is received.

Hourly Rates

Additional services will be billed at the following hourly rates:

Principal	\$180.00/hour
Project Manager	\$130.00/hour
Project Architect	\$80.00/hour
Draftsman	\$90.00/hour

FEE (continued)

Scope of Work or Schedule Change

In the event there is substantial change in the scope of work or six (6) months elapses from the date of this proposal, we reserve the right to adjust our quoted fees in proportion to the increase in work and/or to MTI's average percentage increase for technical labor rates.

Changes or revisions to previously approved drawings, schedules, specifications or other documents would be considered a Scope Change, and compensation for this work would be approved prior to its execution.

Drawing changes which are required to conform to building officials' interpretation of local codes, laws or regulations would be executed as part of MTI's Basic Services and would be completed at no additional charge.

GENERAL CONDITIONS

The schedule is an integral part of the services and fee proposal development. It is the responsibility of the clients and their consultants to provide necessary information, perform reviews and make decisions in a timely manner to maintain the schedule. Failure to do so, as well as requests for Additional Services and/or Scope Changes, may affect the schedule and subsequently the fees. It is the responsibility of Mekus Tanager Inc (MTI) to notify the client of any such effects as they occur and prior to performing any Additional Services or Scope Changes.

MTI shall use its best efforts to conform the Contract Documents to the requirements of any handicapped legislation, including the American with Disabilities Act and regulations thereunder. However, the standards for design practice under handicapped legislation are still evolving. Therefore, MTI shall not be responsible if an aspect of its design does not conform to handicapped legislation where the claim for non-conformance arises by virtue of an interpretation made after the preparation of Contract Documents, and such interpretation is not generally known to similarly situated design professionals.

Any evaluations of the client project budget, Statement of Probable Cost, and detailed estimate of project costs, prepared by MTI, represent MTI's best judgment as a professional design firm familiar with architecture and interior design. Accordingly, MTI cannot and does not warrant or represent that bids or negotiated prices will not vary from the project budget, Statement of Probable Cost, and any estimates of project costs.

MTI shall not be held liable for product failure specified for this Project. MTI shall not be held liable for damages caused to the client or any other party by the performance of a contractor and all subcontractors and material suppliers for the Project.

GENERAL CONDITIONS *(continued)*

This agreement may be terminated by either party upon seven (7) day's written notice. In the event of termination, unless there has been a material breach by MTI of this agreement, MTI shall be compensated for all services performed to the termination date, together with reimbursable expenses already incurred and due then.

No principal, officer, partner, shareholder, family member, employee, agent or affiliate of MTI shall be, directly or indirectly, financially interested in the Project beyond the Architect's payments stipulated herein, or financially interested in any related contracts for services or goods furnished for the Project, and no such persons shall accept or receive, directly, or indirectly, any gratuity or other benefit on account of any such contracts.

Contract Documents, once completed, will not be issued for Bidding/Negotiation until all due payment is received by MTI. In the event of nonpayment, CCA shall be responsible for the attorney's fees incurred in collecting payment due to MTI, including filing fees and costs of transcripts. what to
CCA

In an effort to resolve any conflicts that may arise during the design or construction of the project or following the completion of the project, MTI and CCA hereto 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.

If the services covered by this Agreement have not been completed within six (6) months of the date hereof, through no fault of MTI, this Agreement shall be void and extension of our services beyond that time shall be compensated as an Additional Service.

GENERAL CONDITIONS *(continued)*

The parties hereto agree that this Agreement may not be assigned or transferred without the written consent of the other.

This Agreement supersedes all prior agreements, proposals, representations and communications between the parties relating to the subject matter herein.

This Agreement shall be interpreted under the laws of the State of Wisconsin.

This Proposal was issued on January 28, 2010 and revised on May 17, 2011 and is valid for thirty (30) days.

DESIGN FIRM:
MEKUSTANAGER, INC.

CLIENT:
CITY OF RACINE

By:



By:

Title: President

Title:

Date: May 17, 2011

Date: