

Department of Public Works

City Hall
730 Washington Avenue
Racine, Wisconsin 53403
262.636.9121 – Public Works
262.636.9191 - Engineering



Mark Yehlen, P.E.
Commissioner of Public Works

Thomas M. Eeg, P.E.
Asst. Comm. of Public Works/Operations

John C. Rooney, P.E.
Asst. Comm. of Public Works/City Engineer

April 30, 2013

Ald. Sandy Weidner
Chairwoman, Public Works
and Services Committee
Racine, Wisconsin

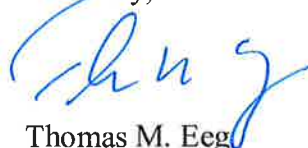
Dear Ald. Weidner:

Submitted for your review and approval is a professional services proposal from Agnus Young Associates for providing engineering services, preparation of bid documents, bidding and construction oversight services for Contract 32-13 (K3-035), Professional Services – Design City Hall Chiller Replacement. These services are for the not-to-exceed amount of \$20,850.00.

Funds to defray the cost of these professional services are available in the following accounts;

\$14,600.00 – Account 993.100.5040, City Hall Chiller Replacement
\$ 6,250.00 – Account 993.220.5020, Central Heating Plant Steam Pipes
\$20,850.00 – Total

Sincerely,



Thomas M. Eeg
Asst. Comm. of Public Works/Operations

TME:das

Monday, April 15, 2013

Mr. Thomas Eeg, P.E., Assistant Commissioner of Public Works/Operat
City of Racine
730 Washington Avenue
Racine, WI 53403

Re: City Hall Chiller Repl. and Central Heating Eval.

Page 1 of 3

Dear Thomas:

Thank you for having Angus Young Associates provide you with this proposal for architectural and/or engineering services for your project. We hope that this proposal format provides you with the needed information to select our firm. Please let us know if you have any questions or require changes.

This engagement letter is for professional services for the project scope described in the 'project scope' description. The professional services to be provided are those services checked under 'professional services included'. Should the project scope or services being provided change during the development of the project, an adjustment in the fees for the revised scope will be made to the fee described below. The risk allocation amount shall be the limit of our professional liability as defined in the 'Risk Allocation' section of this engagement letter.

Project Scope:

The first project located at City Hall, includes the evaluation and design of a new chiller system to replace the existing McQuay water cooled chiller. The project includes the evaluation of different design options, cost estimates, design of a new system and building controls integrated into the existing Johnson Metasys system. The design will include electrical and plumbing disciplines affected by the work outlined above.

The second project located at City Hall, includes the evaluation of the existing steam piping system from the central heating plant to City Hall. AYA will work with the City of Racine to identify the areas to be serviced or replaced and then develop a specification to allow the City of Racine to bid out the repair work.

Our design services include full construction documents including drawings, technical specifications and bidding documents. This includes site visits to verify existing conditions and a meeting with the City of Racine to ensure all of the project goals are being met. We will update you periodically on our progress and, when complete, we will schedule a 95% review meeting to review the construction documents. Any revisions will be made prior to issuance for bidding.

Our base design fees include providing full bidding and construction services as outlined below.

Bidding:

During the bidding of the project, we shall assist in distribution of bidding documents, answer questions, prepare addenda and assist in obtaining bids, award and preparation of the Standard AIA Owner-Contractor contracts.

Construction:

During construction, we shall provide construction services which will include: reviewing shop drawings, attend biweekly job meetings, review construction on-site bi-weekly, prepare clarifications and answer questions as called upon. At notification by the contractor of substantial completion, we shall closely review the project with you and prepare a list of all items that the contractor must complete, repair or provide prior to final completion and payment. As part of the final completion of the project, we shall assist in gathering as-built documents, warranties, operation manuals from the contractor, preparation of closing documents and paperwork required for

reduction of retainage and final payment.

AYA will work directly with Focus On Energy as a part of our base services to apply for and integrate any prescriptive or custom grants that the proposed improvements the projects may qualify for. AYA has experience working with Focus on Energy and good success in applying for and receiving grants. AYA is confident in our ability to get funding through grants when they are available, but grant availability and award is not guaranteed.

The City of Racine has indicated that construction documents of the buildings will be available for our use. These drawings will be important in helping us understand the existing facility and HVAC systems.

Our proposed cost for project #1 City Hall Chiller Replacement Design is a fixed fee cost of \$14,600.00, including reimbursable travel expenses. Our proposed cost for future bidding and construction services is \$4,200.00.

Reproduction costs for bidding and State of Wisconsin department of Safety and Buildings review fees are not included in this cost.

Our proposed cost for project #2 Central Heating Plant - Steam Piping Evaluation is a fixed fee cost of \$6,250.00, including reimbursable travel expenses.

Terms: Contract form: B101 Owner-Architect Abbreviated Agreement, 2007
Angus Young Associates Risk Allocation: \$500,000
Type of Billing: Fixed fee including reimbursible expenses, billed monthly based on the progress of completed work.
Professional Fee: \$20,850.00

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|---|--|---|
| Professional Disciplines Included: | Basic Services Included: | Other Services Included: |
| <input type="checkbox"/> Architectural | <input checked="" type="checkbox"/> Mechanical | <input type="checkbox"/> Study |
| <input type="checkbox"/> Structural | <input checked="" type="checkbox"/> Electrical | <input type="checkbox"/> Building Program |
| <input type="checkbox"/> Interior Design | <input checked="" type="checkbox"/> Plumbing | <input checked="" type="checkbox"/> Complete Construction Documents |
| <input type="checkbox"/> Site Planning | <input type="checkbox"/> Civil/Storm Water | <input type="checkbox"/> Bidding |
| <input type="checkbox"/> Landscape Design | <input checked="" type="checkbox"/> Standard Construction Services | <input type="checkbox"/> As-Built Drawings |

Hourly Rates:	Principal	\$120.00	Engineer	\$110.00
	Design Professional	\$100.00	Professional I	\$90.00
	Professional II	\$75.00	Professional III	\$65.00
	Designer	\$55.00		

Work will begin on the project after a signed copy of this engagement letter is received. If for any reason, work has begun without a signed engagement letter, contract or purchase order, we may terminate work on the project without notice. Receipt of a purchase order for this project will constitute agreement with the terms of this engagement letter. This agreement and the contract form defined under "Terms" above shall be the basis of our agreement. The contract form will be provided at your request.

We look forward to working with you on this project.

Sincerely,



Jason LaRosh, Mechanical Engineer, PE,
LEED AP

Accepted By:

Signature

Printed Name

Date

INFORMATION REQUIRED FROM OWNER

To provide the requested services, we may require information from you or others to provide the professional services requested. Depending on the scope of the project and services we will require you to provide: space needs or program statement; detailed site survey; soils engineering report; written design criteria and project requirements; and, existing building as-built drawings/ construction documents. We will rely on the content, accuracy and completeness of all information provided by you or others on your behalf. Please confirm the accuracy of all information provided.

SCOPE OF BASIC SERVICES

Services that we may provide for your project include: architectural, structural, electrical, plumbing, and mechanical engineering. These services are implied unless omitted because of project scope or limitation of requested professional services. Unless otherwise stated, scope of professional services and form of agreement between the Angus Young Associates, Inc. and the owner shall be defined by the AIA contract form referenced previously. This contract form is available upon request.

REIMBURSABLE EXPENSES

Reimbursable expenses shall be billed in addition to professional fees at cost plus fifteen percent. Expenses may include but not limited to: submittal and approval fees; printing, reproduction of drawings and specifications; mailing, and advertising fees; and travel expenses. Where proposal is provided to include expenses, these fees are included in the profession fees listed.

SERVICES NOT INCLUDED

Angus-Young Associates shall not provide, coordinate nor be responsible for: soils, concrete, material and performance testing; site surveying services; pre-engineered metal building components; other professional services such as real estate, accounting, or legal services. Angus Young, except for it's own services, shall not specify construction procedures, manage or supervise construction, or impliment or be responsible for health and safety procedures, and shall not have control or charge of and shall not be responsible for construction means, methods, technics, sequences or procedures, or for safety precautions and programs.

EXISTING FACILITY LIMITATIONS

We are informing you of risk you assume associated with our work as it relates to the existing building construction. Since we are unfamiliar and unable to verify without damaging the facility we shall assume that the existing building construction is: as indicated on drawings provided; meets all code requirements; and is consistent with the construction that is visible. Construction that is buried, covered or not readily visible will not be verified by our staff prior to construction demolition. Should demolition expose structural, code or other conditions inconsistent with the information provided or available; additional costs to remedy will be born by the Owner. Costs for investigation, recommendations, and/or design efforts by our staff will also be charged in addition to the fees previously established at our standard hourly rates.

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 to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant to the Client shall not exceed the Consultant's risk allocation amount indicated under 'Terms' in this proposal. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise permitted by law.

PAYMENT TERMS

Angus-Young Associates, Inc. (the Firm) shall bill monthly based on the progress of work completed. Payment shall be due within 20 days of receipt of invoice. Interest of 1% per month on outstanding balances over 60 days from date of invoice will be charged in addition to professional service fees. If invoice has not been paid within 90 days of date of invoice, the Firm may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of service. If the Client fails to make payments when due and the Firm incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs, including actual reasonable attorneys fees and time by Angus Young Associates, Inc. professionals at standard hourly rates incurred in addition to any fixed fee arrangement, shall immediately become due and payable to the Firm.

INTENT TO LIEN

As required by Wisconsin Construction Lien Law, contractor hereby notifies owner that persons or companies furnishing labor or materials 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 Angus Young Associates, Inc., or those who contract directly with the owner of who give the owner notice within 60 days after they first furnish labor or materials for the construction. Accordingly, owner will probably receive notices from those who furnish labor or materials for the construction, and should give a copy of each notice received to his mortgage lender, if any. Angus Young Associates, Inc. agrees to co-operate with the owner and his lender, if any, to see that all potential lien claimants are duly paid.

This is to notify the owner that if not paid for any or all services provided, Angus-Young Associates, Inc. may exercise it's write to place a lien on property.