

Department of City Development

Brian F. O'Connell, AICP
Director of City Development

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January 14, 2010

Mr. John Crimmings, Chair
Redevelopment Authority of the City of Racine
c/o Department of City Development
730 Washington Avenue
Racine, WI 53403

Subject: Request of the Executive Director to enter into a professional services contract with ARC Architectural Group for design services related to 1526 Washington Avenue.

Dear Chairman Crimmings:

We are investigating next steps for the redevelopment of this Authority owned property. It would be helpful to have design concepts and cost estimates for the construction of apartments on the second floor. I have obtained the attached proposal from ARC Architectural Services for these services. ARC is well qualified to do this work as it prepared the designs and plans that have guided the rehabilitation of the property thus far.

I respectfully ask that the Authority approve this agreement at its meeting on February 3, 2010. There are funds available for this purpose in the budget for Uptown redevelopment.

Sincerely,

A handwritten signature in black ink, which appears to read "Brian F. O'Connell". The signature is fluid and cursive, with a large, sweeping flourish at the end.

Brian F. O'Connell
Executive Director, Redevelopment Authority

Attachment

C: Kristin Niemiec, RCEDC

BFO:BFO:bfo



ARC Architectural Group, L.L.C.

546 State Street
Racine, Wisconsin 53402

Fax 262.637.6105
Phone 262.637.6100

DATE: JANUARY 07, 2010

CLIENT CITY OF RACINE, DEPARTMENT OF CITY DEVELOPMENT
AND THE RACINE REDEVELOPMENT AUTHORITY
730 WASHINGTON AVENUE
RACINE, WISCONSIN 53403

ATTN: BRIAN O'CONNELL
DIRECTOR OF CITY DEVELOPMENT

PROJECT: 1526 WASHINGTON AVENUE
REVISED DESIGN FOR THE 2ND FLOOR LEVEL

RESPONDING TO YOUR REQUEST, WE PRESENT THIS QUOTATION FOR ADDITIONAL DESIGN SERVICES.

WE PROPOSE TO PROVIDE OUR SERVICES IN THREE PHASES. EACH PHASE IS INDEPENDENT. THE CLIENT SHALL PROVIDE WRITTEN APPROVAL FOR THE ARCHITECT TO PROCEED WITH EACH SUBSEQUENT PHASE.

PHASE ONE -- PRELIMINARY DESIGN & BUDGETING: FOR A FIXED FEE OF \$ 2,790.00 .

- 1) MEETINGS AS NEEDED TO UNDERSTAND THE CLIENT'S CURRENT INTENTIONS, DIRECTIONS, & CONSTRAINTS.
- 2) CODE & ORDINANCE VERIFICATION:
 - > REFRESHED REVIEW OF THE WISCONSIN ENROLLED COMMERCIAL BUILDING CODE;
 - > REVIEW REQUIREMENTS & AGREEMENTS IMPACTING THE ORIGINAL DESIGN OF RENOVATIONS CIRCA 2007 - 2008;
 - > PRELIMINARY MEETING WITH THE CITY BUILDING INSPECTOR TO PRESENT CONCEPT AND DISCUSS REQUIREMENTS;
 - > PRELIMINARY MEETING WITH THE CITY FIRE PREVENTION BUREAU TO PRESENT CONCEPT AND DISCUSS REQUIREMENTS.
- 3) DEVELOP CONCEPTUAL DESIGN DRAWINGS WITH OPTIONS FOR TWO OR MORE RESIDENTIAL RENTAL UNITS ON THE 2ND FLOOR LEVEL FOR DISCUSSION / MODIFICATION / APPROVAL BY THE CLIENT.
- 4) PREPARE A PRELIMINARY CONSTRUCTION BUDGET;
IN CONFERENCE WITH KATT CONSTRUCTION CORPORATION (THE ORIGINAL GENERAL CONTRACTOR FOR THE 2008 RENOVATIONS. INCLUDED WITHIN THIS QUOTATION AMOUNT IS AN ALLOWANCE OF \$400.00 FOR UP TO 5 HOURS OF THE GC'S TIME APPLIED FOR BUDGETING. THIS WILL BE PREPARED WITH THE UNDERSTANDING THE NEW 2ND FLOOR DEVELOPMENT WILL BE COMPETITIVELY BID OUT BY THE CITY. THE ADVANTAGE OF THIS APPROACH WILL BE TO RECEIVE A HIGHLY ACCURATE PRELIMINARY BUDGET.

PHASE TWO - CONSTRUCTION DRAWINGS: FOR A FIXED FEE OF \$ 3,260.00 .

AFTER PRELIMINARY APPROVALS BY THE CITY OF RACINE DEPARTMENTS, AND AFTER THE CLIENT APPROVES THE PRELIMINARY CONSTRUCTION BUDGET:

- 1) FINAL PROJECT DESIGN & ENGINEERING.
- 2) CONSTRUCTION DRAWINGS & SPECIFICATIONS; PRESENTED IN STANDARD FORMAT FOR MUNICIPAL PLAN REVIEW & APPROVAL, AND TO OBTAIN THE BUILDING PERMIT FOR GENERAL CONSTRUCTION.
- 3) ASSISTANCE WITH BIDDING PROCEDURES.

PHASE THREE - CONSTRUCTION SERVICES:

- 1) BASIC CONSTRUCTION MONITORING: + \$ 800.00 .
 - > FOUR SITE VISITS DURING THE PERIOD OF CONSTRUCTION TO OBSERVE COMPLIANCE WITH THE APPROVED CONSTRUCTION DRAWINGS & SPECIFICATIONS.

- 2) OPTIONAL ADDITIONAL CONSTRUCTION MANAGEMENT:
 - > SCHEDULE & COORDINATE ACTIVITIES OF CONTRACTORS/SUB-CONTRACTORS;
 - > DAILY SITE VISITS BY THE ARCHITECT;
 - > ON-SITE DIRECTION OF THE WORK;
 - > REVIEW & APPROVE SHOP DRAWINGS;
 - > MAINTAIN PROJECT RECORD FILE;
 - > CERTIFY PROGRESS OF THE WORK FOR EACH CONTRACTORS' PAYMENT REQUESTS;
 - > PROJECT CLOSE-OUT PROCEDURES, PUNCH LIST AND VERIFICATION OF SATISFACTORY COMPLETION.

TO BE INVOICED PER ACTUAL HOURS APPLIED @ \$105 PER HOUR; WITH AN EXPECTED 4.0 HOURS PER WEEK DURING THE PERIOD OF CONSTRUCTION. SUBJECT TO A NOT TO EXCEED AMOUNT TO BE NEGOTIATED.

SERVICES BEYOND THE SCOPE OF THESE SERVICES BY THE ARCHITECT:

- > ENGINEERING & COMPONENT SELECTION FOR MECHANICAL, PLUMBING, & ELECTRICAL SYSTEMS; TO BE PROVIDED BY QUALIFIED DESIGN-BUILD SPECIALTY TRADE CONTRACTORS WITH REVIEW BY THE ARCHITECT.

SEE PAGES 4 & 5 FOR ARC STANDARD TERMS & CONDITIONS PRIOR TO ACCEPTANCE OF THIS PROPOSAL. CLIENT'S SIGNATURE(S) INDICATES UNDERSTANDING AND ACCEPTANCE OF ARC STANDARD TERMS AND CONDITIONS.

WORK BY THE ARCHITECT WILL BEGIN UPON CLIENT'S ACCEPTANCE OF THE PROPOSAL.

- > PHASE ONE SERVICES ARE EXPECTED TO BE COMPLETED WITHIN TWO WEEKS THEREAFTER.
- > PHASE TWO SERVICES ARE EXPECTED TO BE COMPLETED WITHIN A TWO WEEK PERIOD AFTER AUTHORIZATION TO PROCEED.

COMPENSATION FOR THESE SERVICES BY THE ARCHITECT IS REQUESTED AS:

- > A RETAINER IN THE AMOUNT OF 50% OF FEES FOR SERVICES QUOTED FOR EACH PHASE;
- > WITH THE REMAINING 50% OF EACH PHASE FEES FOR SERVICES, PLUS ANY REIMBURSABLE EXPENSES PAID UPON COMPLETION OF THE ARCHITECT'S WORK FOR PHASE ONE AND FOR PHASE TWO.

FOR ARC ARCHITECTURAL GROUP LLC :



RICHARD CHRISTENSEN, VICE PRESIDENT
WISCONSIN ARCHITECT NO. 7062

CLIENT'S ACCEPTANCE

FOR THE CITY OF RACINE DEPARTMENT OF CITY DEVELOPMENT:

BRIAN O'CONNELL, DIRECTOR

DATE OF ACCEPTANCE

ARC Standard Terms and Conditions for the Architectural Consultant's Professional Services:

This Proposal is valid for 30 days from issue date. This period may be modified or extended by mutual agreement and written notation of both parties. Start date for the Architectural Consultant's services may be effected by work for other clients secured prior to acceptance of this Proposal by this Client; verify at time of signing and retainage.

Professional License: The Architectural Consultant does hereby represent and warrant that the Architect is licensed to practice its profession in the State in which the Project is located.

Timeliness: The Architectural Consultant's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly process of the Project.

Standard of Care: The standard of care will be the care & skill ordinarily used by reasonable and prudent members of the Architectural Consultant's profession practicing under similar circumstances at the same time and in the same locality. The Consultant makes no warranties, express or implied, under this Agreement.

Code Compliance: The Architectural Consultant shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall respond in the design to the project to requirements imposed by governmental authorities having jurisdiction over the Project.

Hazardous Materials: The Architectural Consultant and his sub-consultants shall have nor responsibility for the discovery, identification, handling, removal, or disposal of or exposure of persons to hazardous materials of any type or form at the Project Site.

Budgets: The Architectural Consultant shall discuss the project budget and advise the Client regarding expected and contingency costs. The Architect shall endeavor to produce drawings for this project suitable to the Client's budget. The Architect will make recommendations regarding appropriate systems and finish materials, and will discuss comparative cost relationships. Final selections may greatly influence costs, should be reviewed by the Client, and may not be ascertainable without quotations by contractors regularly engaged in such work. References made by the Architect to expected construction cost and or cost per square foot are based upon the Architect's knowledge of local building methods & costs obtained through experience, discussions with contractors, and research. The Architect does not assert or guarantee final construction costs for this project.

Shop Drawings: The Architect will review Shop Drawings for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

Change Order Requests: When requested by the Client, the Architectural Consultant shall review Change Order Requests prepared by contractors and advise the Client regarding appropriateness and costs. The Consultant will pay the cost of those approved Change Orders which it becomes legally obligated to pay as a result of the Consultant's negligent acts, errors, or omissions.

Payments to the Contractors: When requested by the Client, the Architectural Consultant shall review contractor's request for payment from the Client. Consultant's certification of the amounts due the Contractor shall constitute a representation that to the best of the Consultant's knowledge, information, & belief, the quantity and quality of the work is in accordance with the Contract Documents and the extent of completion asserted by the Contractor.

Payments to the Architectural Consultant: Payments as stated above made within 7 days of date of invoice; and payment in full of balance due upon completion of services by the Architect. Final payment is due when Client receives final blueprint and specification sets. Should modification to the plan set is required to obtain plan approval and the general construction building permit, such modification will be made expeditiously by the Architect at no additional cost to the Client, except for services noted under these Conditions which are not included.

- > Funds/payments to be considered collected once remittance is processed and cleared through payee's agent / financial institution.
- > A 1.5% monthly carrying charge may be added to any unpaid balance 30 days after invoice date. Client agrees to pay all attorneys' fees, court costs, accrued interest and other reasonable collection expenses incurred by the Architect during collection procedures for delinquent accounts.

Fees included in this Proposal amount are: Project design & drafting; Consultation with Client as needed during the design process to reach approval; Design blueprints needed to communicate intent to Client; Preparation of construction plans, specifications, & notes in formats needed for plan review and approval, and to obtain the general construction building permit.

ARC Standard Terms and Conditions for the Architectural Consultant's Professional Services: (continued)

Reimbursable expenses not included in this Proposal amount are: Municipal fees for documents or reproductions; Fees for submittal of construction drawings to the office of the State S&BD Plan Review agency and review by the Municipal / Local Building Inspector; Building Permit fees; Sepia & blueprints sets for use by collaborating contractors; Final blueprints sets & specification booklets (if any) . These expenses, when incurred by the Architect, will be reimbursed by the Client at cost plus 15%.

Note: Any significant Owner-initiated changes made to the project documents after they are substantially complete shall be considered Supplemental Services, with appropriate additional compensation paid for the additional time applied; options and costs will be presented to the Client by the Architectural Consultant.

Services not included: Unless specifically listed as a component of architectural services, consultant service for civil, structural, electrical, plumbing, HV & AC, surveying, and geotechnical engineering or sub-soil investigations are not included. If it is determined that such additional consultants are advisable or required, options and costs will be presented to the Client by the Architect.

Site Visits not specifically included in the Architectural Consultant's basic Scope of Services, and Client-initiated or approved changes in the Scope of Work shall be considered Supplemental Services and invoiced and paid at ARC's current standard billing rates:

Principal Architect @ \$105.00 per hour
Staff Architects @ \$100
Principal Designer / Project Coordinator @ \$95
CADD Staff @ \$85.00

Termination/ Extension: Work by the Architectural Consultant may be suspended, terminated, or extended by mutual agreement during the course of the project. The scope of the Architect's Services may be extended or modified by mutual agreement during the course of the project. Termination of Contract does not cancel Client's obligation for payment. The Architect shall be equitably compensated services provided to the point of any such suspension or termination, modification, or abandonment of the project at standard billing rate for components of services performed. Failure of the Client to make payments to the Architectural Consultant in accordance with the Terms & Conditions of this Agreement shall be considered substantial non-performance and is sufficient cause for the architectural Consultant to either suspend or terminate Services. Either the Client or the Architectural Consultant may terminate this Agreement after giving no less than seven days written notice if the other party substantially fails to perform in accordance with the terms of this Agreement.

Copy Right Reserved: Original design work remains the intellectual property of the Architect. Design, details and structural elements may not be used for other projects without the review, approval, and written authorization of the Architect and ARC ARCHITECTURAL GROUP , LLC. The Client is granted license to complete the construction of this project on this particular site only.

Construction: The Architectural Consultant shall not be responsible for the construction means, methods, techniques, procedures, Safety, or safety precautions, since these are solely the responsibility of the contractor.

Consequential Damages: The Consultant and the Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement.

Dispute Resolution: Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party.

Indemnification: The Client and the Architectural Consultant each agree to indemnify and hold the other harmless from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent any such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.

Lien Rights: As required by the Wisconsin Construction Lien law, the Architectural Consultant (a prime Contractor) hereby notifies the Client that persons or companies furnishing labor or materials for the construction on the Client's land may have lien rights on the Owner's land and buildings, if not paid. Those entitled to lien rights, in addition to the Architect, are those who contract directly with the owner or those who give the owner notice within 60 days after they first furnish labor and / or materials for the construction on the Client's land. The owner should give a copy of each notice to the owner's mortgage lender, if any. The Architect agrees to cooperate with the Owner and his lender, if any, to see that all potential lien claimants are duly paid.