



February 19, 2026

Mr. Patrick Schloss
Economic Development Executive Director
City of West Allis Economic Development Department
7525 W. Greenfield Avenue
West Allis, WI 53214

Re: Proposal for REVV Apartments TID Audit
City of West Allis, Wisconsin

Dear Patrick:

In accordance with your recent request, we are pleased to submit the following fee proposal for your consideration. The Concord Group (Concord) proposes to produce a detailed final account for the above-mentioned project, specifically providing an analysis of the developers' actual Qualified Costs versus the budgeted Qualified Costs. To complete this final account effort, we will need to obtain and review the following documents:

- Developers Agreement and all exhibits
- Detailed breakout of the original project budget
- Agreement between the developer and contractor
- Agreement between the developer and architect
- Gross Maximum Price (GMP) Amendment, assuming it's a CM@R project delivery method
- All sub-contractor bids and bid awards
- For all sub trades not awarded under a competitive basis, inclusive of general conditions, a full detail of costs including material and equipment receipts and certified payroll
- All executed change orders between the developer and contractor
- All contractor contingency adjustments
- Detailed backup for all project costs and project contingency adjustments
- All contractor pay applications and all other project related invoices

Depending on our findings we may request additional documentation to complete the final account.

Our proposal is based on completing the above scope of work within approximately a 45- to 60-day period once we receive authorization. It also assumes that our effort will include preparing one audit to substantiate the construction Qualified Costs. Lastly, the timing to receive the above-mentioned documents from the Developer could hinder our ability to complete the assignment within the designated time period.

We propose a **Not-To-Exceed (NTE) fee of \$12,500** to be billed against the project using the hourly rates listed below.

2026 Hourly Rates:

Principal	\$ 315
Director	\$ 295
Project Executive	\$ 255

Senior Project Manager II	\$ 205
Senior Project Manager I	\$ 195
Project Manager III	\$ 175
Project Manager II	\$ 150
Project Manager I	\$ 125
Cost Estimator II	\$ 150
Cost Estimator I	\$ 125
Technical Assistant	\$ 105

Reimbursable Expenses:

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

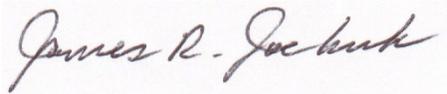
1. Cost for reproduction of drawings.
2. Cost for specialized consultants engaged at the direction of the Owner.

Payment of Fee and Reimbursable Expenses:

1. An invoice will be submitted monthly and payment will be due within thirty (30) days.
2. Reimbursable expenses incurred will be reimbursed at actual net cost.

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

Sincerely,
The Concord Group



James R. Joehnk, P.E.
Director, Infrastructure Management

c : John Duggan, TCG

JJ/2026B098

AUTHORIZATION:

Entity: _____

By: _____

Title: _____

Date: _____

Concord Groups
Standard Terms and Conditions

- 1.) **Amendments**: Any changes or modifications to this Agreement (as defined in Section 7 below) 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 or 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 assignees. 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 thirty (30) 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**: The attached Agreement together with these Standard Terms and Conditions and any exhibits (collectively, the "Agreement") represent 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**: (a) 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 (i.) a breach of this Agreement by Concord which if capable of being cured is not cured within 10) business days of written notice thereof from client/owner or (ii.) any claim (third party or otherwise) or cause of action for personal injury, death or property damage caused by Concord's gross negligence or willful misconduct.

(b) 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; or (ii.) any claim (third party or otherwise) or cause of action for personal injury, death or property damage caused by client/owners gross negligence or willful misconduct.

(c) Neither party shall be liable to the other (except for third party claims referenced in clauses (a) (ii.) and (b) (ii.) of Sections 10 (a) and (b)) for special, punitive, or lost profits and Concord's maximum liability to client/owner under this Agreement shall not exceed any proceeds of insurance collectable, except in the case of fraud or criminal acts in which case the limit shall not apply.

(d) The 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.

15.) Ownership of Documents/Confidentiality:

Subject to any third-party intellectual property rights, all originals, duplicates, drawings, reports, photographs, charts, programs, models, specifications and other documents or materials furnished by the Client/Owner hereunder, including drafts and reproduction copies thereof, shall be and remain the property of Client/Owner. Upon the termination of this Agreement, or upon request of the Client/Owner, during any stage of the services, Concord shall promptly deliver all such materials to Client/Owner. Concord shall not publish, transfer, license or, except in connection with carrying out obligations under this Agreement use or reuse all or any part of such reports and other documents, including working papers, without the prior written approval of Client/Owner, provided, however, that Concord may retain copies of the same for Concord's own general reference.

Concord agrees not to disclose to any third party, without the Client/Owner's prior written consent, any information gathered from or on behalf of Client/Owner or any Client/Owner's employee, officer, or agent ("Confidential Information"). If required by law to disclose such Confidential Information, Concord shall provide as much advance notice as possible of such disclosure to the Client.