

October 3, 2019

City of West Allis - City Hall  
7525 West Greenfield Avenue - Room 212  
West Allis, WI 53214

ATTN: Peter Daniels  
City Engineer

RE: West Allis Police Department  
Replacement of Outdoor Air-Cooler HVAC Chiller

R & D Proposal No.: P219318

Dear Peter:

Thank you for the opportunity to work together with the city of West Allis again. This is a proposal for Ring & DuChateau, LLP (Engineer) to provide the City of West Allis (Client) with engineering services for HVAC upgrades at the West Allis Library.

**PROJECT DESCRIPTION:**

This proposal is based on the following project description:

- Replace (1) existing outdoor air-cooled chiller with new of similar capacity in same exterior location as existing unit.
- Add exterior valved and capped piping connections for emergency chiller connection.
- Modify electrical power connections to serve new air-cooled chiller.
- Existing associated chilled water system and equipment within the building to remain as-is, including system's chilled water pumps.
- City of West Allis to provide site work to enlarge or provide new concrete equipment pads on grade.
- City of West Allis to provide "Front End" specifications.

**SCOPE OF ENGINEERING SERVICES:**

Prepare HVAC and Electrical plans and specifications for bidding and construction work for the replacement of outdoor air-cooled chiller and outlined in the Project Description above.

**Ring & DuChateau Consulting Engineers**

17400 W. Capitol Drive, Brookfield, WI 53045  
Phone: 414.778.1700 / Fax: 414.778.2360 / Email: [r-d@ringdu.com](mailto:r-d@ringdu.com)

### Meetings/Site Visits:

Meeting/Visit	Number of Visits
	HVAC
Review existing conditions	As Required
Pre-bid meeting	1
Pre-construction meeting	1
Construction meetings*	2
Construction site visits	2

\*Construction meetings to coincide with site visits

### Excluded Services:

- Identification and treatment of hazardous materials.
- Testing of systems

### DELIVERABLES:

- Operating software system/version:
  - CAD Drawings: AUTOCAD MEP Building Systems 2018.
  - Word processing: Microsoft Word.
  - Spreadsheets: Microsoft Excel.
- Bid Documents (One hard copy one electronic copy):
  - Drawings and specifications to enable Client to obtain competitive bids and receive approval of the governing authorities.
  - Opinion of probable construction cost.
- Construction Documents:
  - Update drawings with addendum(s).
- Construction:
  - Shop drawing review.
  - Attendance at construction meetings.
  - Construction site visits.
  - Respond to RFI's.
  - Prepare construction bulletins.
  - Prepare final punch list.

### FEE

We propose to provide the scope of services for the above referenced project for a fixed fee of Nine Thousand Eight Hundred (\$9,800.00) Dollars.

	Included in Base Fee	Not Included in Base Fee	Reimbursable
<b>Expenses:</b>			
Long distance phone calls and faxes.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Plan approval fees.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Travel expenses.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Delivery services.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Plotting of CAD drawings.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Reproduction of existing plans and specifications.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Reproduction of drawings and specifications for review.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Reproduction of drawings and specifications for bidding.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Mileage	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Reimbursable expenses will be billed at 110% of cost.			
<b>Additional Services:</b>			
Travel time to and from project.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Survey of existing conditions.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Survey of existing conditions to the extent of as-built drawings.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Performance and/or capacity testing mechanical/electrical systems/equipment.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Documentation and application for utility or government incentive programs.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Energy analysis (Modeling or energy usage projections).	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Life cycle cost studies.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Opinion of probable construction costs.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Value engineering meetings, correspondence, or re-design.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Structural analysis and design for support, loading or penetrations of MEP system components.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Contractor Interviews	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Acoustics and Vibration analysis.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Preparation and delivery of electronic document files for contractor use.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Transfer of Contractor's "As-Built" drawings to record drawings.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Commissioning.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Attendance of engineers to witness functional testing of systems.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

"Additional Services" can be provided by Ring & DuChateau, LLP or a sub-consultant on a time and material basis once scope is determined. See attached Hourly Rate Schedule.

**Schedule:**

We propose to complete design work no later than 30 working days after receiving authorization to proceed.

**Terms and Conditions:**

**Access to Site:**

Unless otherwise stated, Ring & DuChateau, LLP will have access to the site for activities necessary for the performance of the services. Ring & DuChateau, LLP will take precautions to minimize damage to the site but has not included in the fee the cost of restoration of any resulting damage.

**Billings/Payments:**

Invoices for Ring & DuChateau, LLP services shall be submitted, at Ring & DuChateau, LLP's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, Ring & DuChateau, LLP may, without waiving any claim against the Client and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1% on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection including reasonable attorney's fees.

**Certifications:**

Guarantees and Warranties: Ring & DuChateau, LLP shall not be required to execute any document that would result in its certifying, guaranteeing or warranting any engineering services performed by Ring & DuChateau, LLP or its sub-consultants.

**Consequential Damages:**

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

**Dispute Resolution:**

Any claims or disputes made during design, construction or post-construction between the Client and Ring & DuChateau, LLP shall be submitted to non-binding mediation with all Contractors, Subcontractors, Sub-consultants, Suppliers and Fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

**Indemnification:**

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless Ring & DuChateau, LLP, his or her officers, directors, employees, agents and sub-consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named, of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of Ring & DuChateau, LLP.

**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 and Consultant's officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant and Consultant's officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed five (5) times the Consultant's total fee for services rendered on this Project to a maximum of \$100,000.00. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

As of the date of this proposal/contract Ring & DuChateau, LLP holds a *Claims Made* Professional Liability Insurance policy in the amount of \$3,000,000.00 with XL Insurance Company.

**Ownership of Documents:**

All documents produced by Ring & DuChateau, LLP under this agreement shall remain the property of Ring & DuChateau, LLP and may not be used by the Client for any endeavor without the written consent of Ring & DuChateau, LLP.

**Termination of Services:**

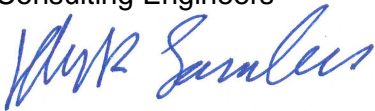
This agreement may be terminated by the Client or Ring & DuChateau, LLP should the other fail to perform its obligation hereunder. In the event of termination, the Client shall pay Ring & DuChateau, LLP for all services rendered to the date of termination, all reimbursable expenses and reimbursable termination expenses.

If the above and aforementioned is satisfactory, please verify by returning a signed copy. A formal contract that includes a copy of this proposal is also acceptable.

If you have any questions regarding this proposal, please contact us.

Sincerely,

Ring & DuChateau, LLP  
Consulting Engineers



Jeffrey R. Saunders, P.E., LEED® AP  
HVAC Department Manager

Cc: Accounting-2019 Ring & DuChateau  
October 3, 2019  
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NOTE: This proposal is valid for one (1) month from the date of this letter.

Accepted:

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Date:

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**2019 BILLING SCHEDULE**

Principal/Partner	\$140.00 - \$180.00
Senior Project Manager	\$120.00 - \$150.00
Project Manager	\$100.00 - \$140.00
Commissioning Provider	\$100.00 - \$155.00
Project Engineer	\$85.00 - \$120.00
Lighting System Designer	\$75.00 - \$110.00
Senior Engineer	\$80.00 - \$110.00
Technology/Telecom Designer	\$80.00 - \$110.00
Engineer/Designer/Coordinator	\$80.00 - \$105.00
C.A.D. Technician/Designer	\$60.00 - \$80.00
Administration/Accounting	\$60.00 - \$80.00