June 9, 2022

Patrick Schloss Economic Development Director City of West Allis 7525 W. Greenfield Ave. West Allis, WI 53214



Dear Patrick:

Thank you for the opportunity to provide this proposal for the preparation of conceptual plans and construction documents for a four season shelter at Liberty Heights Park in the City of West Allis. The City is ready to demolish the existing building and establish a new building facility that will serve multiple uses in all seasons.

A preliminary investigation by our team and review completed by SHPO resulted in state approval to demolish the existing structure. Our efforts will focus on the creation of a more flexible building design, improved site access, and enhanced functionality. Should the City elect to move into construction of the project, we would be happy to continue assistance with post design/construction administration services. We have a long list of similar projects and are excited to continue our relationship with the City and greater West Allis community. We understand that the City wishes to construct the new building in 2023.

Thank you very much for the opportunity!

Sincerely,

Blake Theisen, PLA, ASLA Principal

Parkitecture + Planning 901 Deming Way, Suite 102 Madison, WI 53717

E blake@parkitecture.org P 608.886.6808

# **SCOPE OF SERVICES**

## 1. Assemble survey/basemap

Parkitecture will sub-contract for collection of topographic survey data for the project area.

## 2. Meeting #1: Design Coordination

Parkitecture will attend one meeting/conference call with City staff to review design parameters and interior space programming.

## 3. Conceptual Design

Parkitecture will develop conceptual plans for the building and site improvements. This may include floorplans, exterior elevations, and 2-3 building placement scenarios.

## 4. Construction Document Preparation

Parkitecture will prepare construction documents for the proposed building. Bid documents to include detailed construction plans and project specifications. Design elements may include:

- Demolition of existing facilities
- Site layout plans
- Utility plans for shelter (sanitary and water)
- Restroom/shelter building plans
- Interior fixtures and finish schedules
- Exterior rendered elevations
- MEP plans for the shelter
- Landscape/restoration plan
- Construction details

## 5. Meeting #2 and #3: Design Review

Parkitecture will attend two meetings/conference calls with City staff to review design development plans.

## 6. Prepare Opinion of Probable Construction Costs

Parkitecture will assemble a detailed estimate of probable construction costs based upon the final design documents.

## 7. Plan Set Revisions

Parkitecture will revise the final construction documents based upon City comments (Meeting #4).

## 8. Project Approvals

Parkitecture will attend one plan commission meeting, and one City Council meeting to seek approval of proposed building plans prior to construction.

## 9. Project Permitting

Parkitecture will prepare and submit local and state permit applications including, DSPS plumbing. It is assumed that stormwater management facilities will not be required for the building replacement. Coordination with MMSD will occur on potential site related stormwater enhancements.

## 10. Project Bidding

Parkitecture will assemble final bid documents and technical specifications for City use in public bidding. The City will provide the front end project manual and host bidding documents. A recommendation memo will also be provided outlining the proposed contractor selection and bid analysis.

## Deliverables:

Final project deliverables will include the following:

- PDF conceptual building and site plans
- PDF preliminary plan set for the review meeting (Meeting #2/3)

- PDF final estimate of probable construction costs
- PDF containing final bid-ready construction documents and technical specifications

## **Responsibilities of Owner and Others**

The City shall conduct any abatement testing within the building prior to demolition. Ordering of soil borings and infiltration testing by owner, Parkitecture will assist with coordination.

## **Proposed Fee**

For completion of the scope of services presented above, our proposed fees are lump sum by task:

Construction Documents	\$ 60,680
Topographic Survey	\$ 4,400

The fees identified above shall be fixed unless substantial changes in the scope of work occur. P+P shall notify Client of substantial changes to the agreed upon scope of work and obtain approval prior to commencement of additional work.

Acceptance below signifies a notification to proceed with the scope outlined above.

Accepted by:

Date:

City of West Allis

# TERMS AND CONDITIONS

## **Payment Terms**

Progress invoices will be sent monthly or as otherwise discussed for work completed; payment of invoices is due within 30 days after receipt. Parkitecture + Planning (P+P) shall reserve the right to stop work or withhold deliverables until payment is current.

## **Reimbursable Expenses**

Reimbursable expenses will be billed at cost plus five percent (5%) unless otherwise included in the fixed fee. Mileage shall be charged at the current Federal rate unless otherwise included in the fixed fee.

# **Ownership of Documents**

Upon the making of final payment, as required by this Agreement, the Client shall assume ownership of the deliverables as described above. Use of the documents without further involvement of P+P shall be at the sole risk of the Client. The Client shall defend, indemnify and hold harmless P+P, sub-consultants, and the agents, officers, Principals, and employees of each from and against any and all claims, damages, losses, costs and expenses, including but not limited to attorney's fees, costs and expenses incurred in connection with any dispute resolution process, arising out of or resulting from such use of the documents.

# Limitation of Liability

In recognition of the relative risks and benefits of the project to both the Client and P+P, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, to limit the liability of P+P. This applies to any and all allegations, claims, losses, costs, damages of any nature, 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 P+P shall not exceed the total fee for services rendered under this contract.

# Authorization and Notice to Proceed

Signing of this document signifies an agreement to the fees and serves as authorization to commence work. If the terms in this fee proposal are acceptable, please sign and return one a signed copy to P+P.

## Schedule

Work provided under this Agreement shall commence upon receipt of a signed copy of this document. P+P shall work with Client to meet specified deadlines within a reasonable expectation.

## **Client's Responsibilities**

Client shall provide P+P with all relevant information for the project including but not limited to program statement, prior design files, subsurface exploration information, utility plans, current survey documents (AutoCAD format), and any other past planning documents. Client will review incremental progress documents and provide feedback to P+P in a timely manner. Client shall bear responsibility for any costs and or loses arising from discovery of unforeseen conditions or inaccuracies of existing condition documents.