



October 11, 2019

Mr. Scott Simon
Vice President of Business Development
Travaux, Inc.
401 E. Ogden Ave.
Milwaukee, WI 53202

Architectural Proposal Schematic Design through Construction Administration – 1325 N. Jefferson Street, Milwaukee, WI

Mr. Simon,
Korb + Associates Architects, Inc. (KA) is pleased to provide a proposal for Schematic Design, Design Development, Construction Documents, Bidding and Negotiation and Construction Administration Architectural and Engineering services to Travaux, Inc. (CLIENT) for your proposed development at 1325 N. Jefferson Street, Milwaukee, WI (PROJECT). An executed copy of this proposal will become our AGREEMENT. This proposal is subject to KA's Standard Terms and Conditions.

Project scope is identified as schematic design effort of the proposed 33 level high rise apartment building containing up to four hundred and two mixed income residential units, approximately 42,000 GSF of office area and four levels of enclosed parking containing up to five hundred twenty parking stalls.

SCOPE OF SERVICES:

This proposal includes the following Phase I, Schematic Design, Phase II, Design Development, Phases III & IV, Construction Documentation, Phase V, Bidding and Negotiation, Construction Administration and Project Close Out.

Phase I - Schematic Design Package

- Building code analysis
- Architectural site plan
- Schematic plans to include:
 - Unit plans
 - Common area programmed spaces
 - Toilet rooms
 - Club Room
 - Meeting rooms
 - Media/game room(s)
 - Preliminary millwork locations
 - Preliminary ceilings/soffit locations
- Annotated building elevations
- Schematic building sections
- Preliminary Building Envelope Energy analysis (COMCHECK)
- Exterior renderings as required to describe the project
- Engaging Structural engineering team
- Engaging Mechanical, Electrical, Plumbing and Fire Protection engineering services for preliminary system design and space requirements.
- Coordination Civil Engineering and Landscape Consultants (LA and CE to be Owner Directed)
- Provide boring map for Geotechnical Testing
- Meetings with and presentations to the City of Milwaukee as needed for any meetings and hearings related to the Detailed Plan Development process

Phase II - Design Development

Scope of services is the further development of the client approved Schematic Design package. The Design Development set is to assist the Construction Manager to develop preliminary budgeting information for the client and architect.

Deliverables to include:

- Building code analysis



- Architectural site plan
- Plans to include:
 - Unit plan refinement
 - Common area programmed spaces
 - Preliminary millwork locations
 - Exterior amenity area design
 - Pool details for consultant feed-back
- Ceilings/soffit locations and elevations
- Annotated building elevations
- Full Building sections
- Common exterior wall sections
- Common exterior enclosure plan and section details
- Preliminary interior millwork plans & elevations
- Preliminary interior finish plans and schedules
- Door elevations, schedule and hardware groups
- Structural engineering coordination
- Preliminary Building Envelope Energy analysis (COMCHECK)
- Book specification development for long lead-time materials
- Mechanical, Electrical and Plumbing basis of design scope documents for Design-Build trade partners
- Continued coordination Civil Engineering and Landscape Consultants (LA and CE to be Owner Directed)
- Documents
- Meetings with and presentations to the City of Milwaukee for technical coordination with the Department of Public works

Phases III and IV - Construction Documents

This scope expands the Design Development phase and incorporates Construction Manager feed-back into the design and construction detailing decisions. Construction Documents will be developed and delivered over two phases.

Phase III, will include, site civil engineering, deep foundations, footings and work below the first floor level Phase III documents will be for used for an early start permit and reviewed by City of Milwaukee.

Phase IV, will include all other work previously not permitted, such as building exterior, core and interior design. This document set will also be submitted to the City of Milwaukee for review and include the release of the full building permit.

Coordination between the architectural drawings and design-build contractors will be completed in these phases.

Phase III Deliverables:

- Coordination with consultants as required
- Meetings and presentations as needed
 - Site Civil Engineering, including grading and utilities
 - Wall Sections – indicating construction assemblies, elevations and dimensions
 - Exterior Building Elevations – indicating cladding materials
 - Architectural Site Plan and related details
 - Floor Plans – dimensioned and indicating construction assemblies
 - Roof Plan – indicating construction assemblies and slopes
 - Structural foundation drawings, specifications, and calculations
- Provide Architectural documentation required for City of Milwaukee Footing and Foundation plan review of PROJECT, in conjunction with the Civil, Structural and Plumbing engineer.



Phase IV Deliverables:

- Coordination with consultants as required
- Meetings and presentations as needed
 - Architectural Site Plan and related details
 - Floor Plans – dimensioned and indicating construction assemblies
 - Roof Plan – indicating construction assemblies and slopes
 - Plaza roof drainage plans and details
 - Exterior Building Elevations – indicating cladding materials
 - Wall Sections – indicating construction assemblies, elevations and dimensions
 - Exterior construction plan and section details as needed
 - Interior elevations
 - Interior finish selections with users for the following:
 - Unit finishes
 - Amenity finishes
 - Office lobby finishes
 - Residential lobby finishes
 - Door elevations, schedule and hardware groups
 - Structural drawings, specifications, and calculations
- Civil Engineering
- Landscape final design
- Provide complete building permit package documentation required for City of Milwaukee complete building permit

Phase V – Bidding, Negotiating and Construction Administration

Bidding and Negotiating

KA and sub-consultants will perform the following services to assist the Construction Manager and Client select the most qualified sub-contractors

- Attend pre-bid conference on key building enclosure scope
 - Building enclosure consultant will also participate in sub-contractor review
- Answer RFIs
- Issue Addendums and clarifications to contractor questions
- Review value engineering options as presented by the Construction Manager
- Review Sub-contractor voluntary alternates with Owner and Construction Manager

Construction Administration

This scope is the longest throughout the project, and extends from sub-contract buy-out to final punchlist and HVAC commissioning. KA and sub-consultants will perform the following services.

- Shop drawing and product information submittal review
- Site meetings and observations.
 - Attend weekly meetings throughout the 24 month construction schedule.
 - Engage sub-consultant engineers for site meetings with appropriate
- Answer RFIs as submitted by the Construction Manager
- Issue Construction Bulletins for revisions to the work as directed by the Client
- Attend exterior systems water testing with Owner and enclosure consultant
- Prepare observation reports as required
- Review and advise owner on Change Orders
- Review and sign Construction Manager pay applications

Project Closeout

- Review Construction Managers Punchlist
- Engage HVAC, Electrical and Plumbing Engineer to develop commissioning report
- Review Construction Managers owner training list



- Review Owners Maintenance and Equipment information submittal with consulting engineers

Consulting Engineering Team

KA has assembled a team of professional engineers to support the overall project. The list below outlines the firm name and the scope of service they are providing:

- Civil and Landscape Engineering – Pinnacle Engineering, Brookfield, WI
- Building structural engineering – RA Smith, Brookfield, WI
- Mechanical (HVAC), Electrical and Plumbing, scope design and commissioning – IBC Engineering, Waukesha, WI
- Pool design – Ramaker & Associates, Inc., Sauk City, WI
- Building Enclosure Consultant – To be selected from three proposals

Compensation

KA will perform the above outlined services for a fixed fee amounts outline below by Scope of the project. Please note previously agreed upon scopes are included below as note but are not included with-in the scope of services of this proposal.

Previously quoted scopes of services and reimbursable costs, all proposals are included with this proposal for back-up.

• Phase One -Scope including Zoning and Entitlement, Design revision to Zoning scope, Schematic Design Scope	\$307,280
• Phase Two - Design Development/Preliminary Pricing Documents	\$664,650
• Phase Three – Construction Documents Footing & Foundation permit MEP design documents	\$1,445,675
• Phase Four - Construction Documents	\$190,700
• <u>Phase Five – Bidding & Negotiation, Construction Administration and Close-out</u>	<u>\$1,194,175</u>
TOTAL, for the outlined scope of Work	\$3,802,450

Scope and Fees included with this proposal (fees below include architectural and consulting engineers fees; since enclosure consultant hasn't been selected the fees below are have an allowance of \$114,400, included.)

Korb + Associates fees are developed based upon the hourly rates outlined below. Additional scope items will be agreed upon in writing before progressing and will be based on the following fee schedule:

- Principal / Supervising Professional @ \$180 / Hour
- Managing Architect @ \$140 / Hour
- Project Architect @ \$125/ Hour
- Drafting Tech. 1 @ \$95 / Hour
- Drafting Tech 2 @ \$75 / Hour
- Interior Designer 1 @ \$105 / Hour
- Interior Designer 2 @ \$80 / Hour
- Project Support @ \$50 / Hour

The Basic Services provided by KA specific to this project scope do not include the following:

- Full HVAC, Plumbing and Electrical engineering
- Environmental Testing & Reports for both site and buildings such as asbestos, lead, environmental, etc.
- Fire-suppression, alarm and smoke-detection systems design/engineering
- Acoustical analysis & design/engineering
- Audio/Visual, Paging, Data, Communication and security systems design/engineering
- Re-design/value-engineering services related to project bid cost overruns and/or unforeseen conditions related to the existing building and grounds

We thank you for the opportunity to present this proposal and look forward to working with you and your team.

Best regards,

Jason Korb
AIA LEED AP
 Principal Architect/ Owner
 Korb + Associates Architects



PROPOSAL ACCEPTANCE

CLIENT:

KA:

Travaux, Inc.

Korb + Associates Architects, Inc.

By: _____

By: _____

Its: VP of Business Development

Jason Korb
Principal Architect/ Owner

Date:

Date:

STANDARD TERMS AND CONDITIONS

Standard of Care: KA shall exercise ordinary professional care in performing all services under this AGREEMENT, without any other warranty or guarantee, expressed or implied.

Client Responsibilities: CLIENT shall at all times timely furnish and provide those services, items and/or information defined in AGREEMENT, as amended, and shall reasonably communicate with and reasonably cooperate with KA in its performance of this AGREEMENT. KA shall be entitled to rely on the accuracy and completeness of any services, items and/or information furnished by CLIENT. These terms are of the essence.

Limitation of Liability: CLIENT and KA agree that KA's total liability to the client for any and all injuries, damages, claims, losses, expenses or claim expenses arising out of this agreement from and cause or causes, shall not exceed the maximum dollar amount of coverage provided by KA's insurance, as enumerated in EXHIBIT A attached, which KA will maintain at all times during the course of the PROJECT. Such causes include, but are not limited to, KA negligence, errors, omissions, strict liability, or breach of contract.

Invoicing & Payment: Invoices shall be submitted monthly for services rendered and reimbursable expenses and are due upon receipt. Timely payment to KA for all services rendered and reimbursable expenses incurred under this AGREEMENT is of the essence. Simple interest shall accrue at the rate of 1.5% per month (18% annually) on any balances unpaid for more than 30 days. Invoices remaining unpaid for more than

90 days shall constitute a breach of this AGREEMENT and due cause for immediate suspension or termination of further services by KA. Payments made shall be allocated as follows: (1) first to unpaid collection costs; (2) second to unpaid accrued interest; and, (3) last to unpaid principal of the oldest invoice.

Additional Services: CLIENT may request or it may become necessary for KA or its subconsultant(s) to perform Additional Services in respect of this AGREEMENT. CLIENT shall pay for such Additional Services above and beyond charges for Basic Services set forth in this AGREEMENT. KA will notify CLIENT in advance and in writing of KA's intention to render Additional Services. If in a signed, writing CLIENT accepts such Additional Services, such acceptance shall constitute CLIENT's agreement to pay for such Additional Service in accordance with the Invoicing & Payment terms of this AGREEMENT.

Reimbursable Expenses: CLIENT agrees to pay KA's reimbursable expenses, billed at 1.0 times KA's cost. Reimbursable expenses include project related long distance telephone and facsimile charges, postage, messenger service, travel miles, photocopies, prints, reproductions, photographs, plan exam and permit fees, Client requested presentation models, mock-ups, and Client requested specialty renderings.

Latent Conditions: CLIENT acknowledges that subsurface or latent physical conditions at the site that differ materially from those indicated in the project documents, or unknown or unusual conditions that materially differ from those ordinarily encountered may exist. If such latent conditions require a change in the design or the construction phase services, KA shall be entitled to a reasonable extension of time to evaluate such change and their impact on the project and to prepare such additional design documents as may be necessary to address or respond to such latent conditions. CLIENT shall pay KA for all services rendered and reimbursable expenses incurred by KA and its subconsultant(s), if any, to address, respond to or repair such latent conditions, provided that CLIENT agrees in a signed, writing. Such services by KA or its subconsultant(s) shall constitute Additional Services.

Instruments of Service: All original documents prepared for CLIENT by KA or KA's independent professional associate(s) and subconsultant(s) pursuant to this AGREEMENT (including calculations, computer files, drawings, specifications, or reports) are Instruments of Professional Service in respect of this AGREEMENT. KA shall retain an ownership and property interest therein whether or not the services that are the subject of this AGREEMENT are completed. Unless otherwise confirmed by written Addenda to this AGREEMENT, signed by duly authorized representatives of both CLIENT and KA, no Instrument of Professional Service in respect of this AGREEMENT constitutes, or is intended to document or depict any "as-built" conditions of the completed Work. CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the completed project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the project, or otherwise. Any reuse without KA's written consent shall be at CLIENT'S sole risk and responsibility, and without any liability to KA, or to KA's independent



professional associate(s) and subconsultant(s). Further, CLIENT shall indemnify, defend and hold KA and KA's independent professional associate(s) and subconsultant(s), fully harmless from all liability or loss, cost or expense (including attorney's fees and other claims expenses) in any way arising from or in connection with such unauthorized reuse.

Pricing Estimates: Neither KA nor CLIENT has any control over the costs of labor, materials or equipment, over contractors' methods of determining bid prices, or over competitive bidding, market or negotiation conditions. Accordingly, KA cannot and does not warrant or represent that bids or negotiated prices will not vary from any projected or established budgetary constraints.

Construction Observation: If Construction Observation services are performed, KA's visits to the construction site shall be for the purpose of becoming generally familiar with the progress and quality of the construction, and to determine if the construction is being performed in general accordance with the plans and specifications and as otherwise expressly set forth in the AGREEMENT relative to the Bidding and Contractor Negotiation Phase and Construction Administration Phase. KA shall have no obligation to "inspect" the work of any contractor or subcontractor except as may be set forth in the AGREEMENT relative to the Bidding and Contractor Negotiation Phase and Construction Administration Phase and shall have no control or right of control over and shall not be responsible for any construction means, methods, techniques, sequences, equipment or procedures (including, but not limited to, any erection procedures, temporary bracing or temporary conditions), or for safety precautions and programs in connection with the construction. Also, KA shall have no obligation for any defects or deficiencies or other acts or omissions of any contractor(s) or subcontractor(s) or material supplier(s), or for the failure of any of them to carry out the construction in accordance with the contract documents, including the plans and specifications except as may be set forth in the AGREEMENT relative to the Bidding and Contractor Negotiation Phase and Construction Administration Phase. KA is not authorized to stop the construction or to take any other action relating to jobsite safety, which are solely the contractor's rights and responsibilities.

Contractor Submittals: The scope of any review or other action taken by KA or its subconsultant(s) in respect of any contractor submittal, such as shop drawings, shall be for the limited purpose of determining if the submission generally conforms with the overall intent of the design of the work that is the subject of this AGREEMENT, but not for purposes of determining accuracy, completeness or other details such as dimensioning or quantities, or for substantiating instructions or performance of equipment or systems. KA shall not be liable or responsible for any error, omission, defect or deficiency in any such contractor submittal.

Dispute Resolution: KA and CLIENT shall endeavor to resolve all disputes first through direct negotiations between the parties' informed and authorized representatives, then through mediation. If mediation fails to fully resolve all disputes within 120 calendar days of the first written request for mediation, either party may pursue any remedy it deems appropriate to the circumstances.

No Assignment: This AGREEMENT is not subject to assignment, transfer or hypothecation without the written consent of both parties expressly acknowledging such assignment, transfer or hypothecation.

Governing Law: This AGREEMENT, as amended, and any disputes or controversies arising in connection with this AGREEMENT shall be governed and resolved by the laws of the State of Wisconsin, without regard to said state's choice of law rules.

Severance of Clauses: In the event that any term, provision or condition of this AGREEMENT is void or otherwise unenforceable under the law governing this AGREEMENT, then such terms shall be stricken and the balance of this AGREEMENT shall be interpreted and enforced as if such stricken terms never existed.

Integrated Agreement: The parties' final and entire agreement is expressed in the attached proposal letter and these Standard Terms and Conditions. All prior oral agreements or discussions, proposals and/ or negotiations between the parties are merged into and superseded by this AGREEMENT. No term of the parties' AGREEMENT may be orally modified, amended or superseded.