

Master and Commander Architects and Planners

207 E. Buffalo St., Suite 201, Milwaukee, WI, 53202. www.masterandcommanderarchitects.com D 312-718-3547

Date: October 28, 2018

Project Location:

2621 W. Atkinson Ave
Milwaukee, WI 53209

To:

Sakuri S. Fears
Chief of Staff |Office of Common Council President
Ashanti Hamilton, Alderman-1st District
200 East Wells Street – 2nd Floor | Milwaukee, WI 53202

		Payment Terms	Due Date
C. Okwuje	PROFESSIONAL DESIGN SERVICES, FOR: CONVERSION OF COMMERCIAL RETAIL STORE AT 1st FL TO COMMUNITY CENTER, WITH OCCUPANCY NOT TO EXCEED 99 PERSONS AT 1st-FL, IN AN EXISTING, MIXED-USE, 2-STORY BRICK BUILDING W/ BASEMENT, AND THREE (3), 2nd-FL APARTMENTS. PARKING AT REAR. NO CHANGE IN USE AT 2nd-FL.	Due on receipt	As noted

We propose a fee of \$1.00, for Professional Design Service for Conversion of an Existing Mixed-use, 2-Story Commercial Building w/ Basement. Design services are included. Owner to provide Programmatic Requirements.

SCOPE OF WORK

Building Code and Zoning Analysis
Proposed Space Plan

PROGRAMMING:

1. Owner shall provide Programmatic Requirements to guide Architect's work.
2. Build a relationship of trust and knowledge with the client.

DESIGN AND DOCUMENTATION SERVICES

Construction Documents for Permitting, not to exceed a probable and preliminary construction budget of ~\$250,000.00(+/-).

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ZONING PROCESS ASSISTANCE

Zoning Process Assistance is NOT included in this proposal.

PROFESSIONAL DESIGN SERVICES

Professional Design Services are included in this proposal.

PROFESSIONAL ENGINEERING SERVICES

Professional Engineering Services are included in this proposal.

CONSTRUCTION DOCUMENTS

Construction Documents are included in this proposal.

CONSULTATION WITH REGULATORY AGENCY HAVING JURISDICTION

Consultation with Regulatory Agency having Jurisdiction is included in this proposal.

SELF-CERTIFICATION

Self-Certification is NOT included in this proposal.

ENERGY CONSERVATION CODE COMPLIANCE (ECCC, COMCheck or RESCheck)

Energy Code Classification Compliance is NOT included in this proposal.

PERMITTING SERVICES

Permitting Services are NOT included in the proposal.

CONSTRUCTION PHASE

Construction Phase Services are NOT included in this proposal.

DELIVERABLES

Proposed Space Plan within 3 – 6 weeks upon receipt of client's Programmatic Requirements.

COMPENSATION

A payment of \$1.00, for Construction Documents is required to proceed.

FEE PAYMENT SCHEDULE

Initial Payment	100%, or \$ 1.00 (one dollar)
Deliverables	0%, or \$ 0.00 (zero dollars)
Total	100%, or \$ 1.00 (one dollar)

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EXCLUSIONS

Fees for governmental agencies for permits, licensing, etc. are not included, nor are fees for special testings, soil borings, surveys, and inspections required by governmental agencies. Billed as extra are fees for renderings, models, outside consultants (which will be billed at the time service is rendered) Fees for appearances before Zoning Board of Appeals is included. Appearances before other local board hearing or regulatory agency for presentation of drawings is not included.

Additional Services (*not an exhaustive list*):

- Programming
- Interior Design Studies
- Furniture Fixtures, & Equipment
- Permitting Services
- Design and Construction Contract Administration
- Zoning Process Assistance
- LEED
- Coordination with Owners Consultants
- Signage: design, foundation, structure, permit submittals (T&M),
- Surveying: legal, topography, utility, etc. and/or, Geotechnical Consulting
- Soil borings
- Environmental/Hazardous soils
- Testing services of any kind: soils, structural, materials, assemblies...
- Civil, IDOT and/or CDOT submittals/reviews
- Structural Engineering; beyond required
- Registered Energy Professional (RESCheck or COMCheck)
- Estimation of Construction Costs
- Security
- Design and Interiors
- Graphic designs
- Renderings
- Marketing brochures/art work for advertising
- Low Voltage
- Fire Protection
- Fire Alarm
- Common Utilities and Site Services
- Record drawings
- Free standing signage
- Landscape Architecture
- Permit Fees of any type
- Supervision or inspection of construction activities
- Site visits, consultations or design required by uncovered sub-surface condition, improper workmanship, or alternate construction proposed by contractors after release of 50%DD or Value engineering major system changes after 100%DD.
- Re-design and coordination due to pricing exercises failing to meet or exceeding the projected budgets.
- Travel beyond project location for mock up/testing reviews incl. window/exterior wall assembly testing.
- Use of instruments of service (drawings, specifications) without payment for services rendered or for any other address other than that specified on the instruments. Use will be considered an infringement of the Project Manager's copyrights

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RESPONSIBILITIES OF THE CLIENT, AGENTS AND/OR CONSULTANTS:

- Provide Plat of Survey no older than 180 days (at time of permit intake) as required,
- Hire and administer Sub consultants and Contractors
- Provide Cut Sheets for Equipment to be installed for use by architects and consultants.
- Provide documentation in time for City of Milwaukee, WI, Permit Application submittal(s) (including but not limited to):
 - Permit application information, signatures, including electrical application requirements,
 - Permanent real estate tax number(s)
 - Name of property owner as it appears on the title,
 - Emergency contact number,
 - Name of property owner's agent,
 - Name of tenant as it appears on the lease agreement,
 - Name of expediter, if any
 - Contractor's information: Name, address, telephone, License #, email address for:
 - General contractor, Mason, Electrician, Vent/Heating, Refrig/AC, Plumber
 - And, to include contractors' letters, copies of licenses as required by city,
 - Building number certificate(s),
 - Excavation certificate, notification receipts,
 - Driveway application information, aldermanic approval letter,
 - Demolition permit,
- Performance standard letter for emergency generators (as required),
- Open space impact fee worksheet, as required,

Any services performed at your request, which are beyond the scope outlined, will be performed per billing rates listed in the Contract Terms and Conditions.

ACCEPTANCE OF PROPOSAL

We appreciate the opportunity to work with you on this Project, and will meet with you to sign two originals.

Thank you for your initial payment.

Sincerely,



10.30.19

Chuks Okwuje, MBA, AIA, NCARB
President
Master and Commander

PROPOSAL ACCEPTED Y:

SIGNED: _____
PRINTED NAME: _____
TITLE: _____
DATE: _____

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Professional Services Contract Terms and Conditions

A. Project Scope and Fees

The project Scope is as stated in the Proposal and is based upon assumptions outlined in the Proposal and information provided by the Client or by the Client's Architect, Geotechnical Engineer, or other Consultant. If the conditions encountered materially vary from those indicated, or if the Client directs *ARCHITECT OF RECORD* to modify the Scope orally or in writing, the costs and/or performance time established by the Proposal will be modified accordingly. The indicated initial payment (if any) is nonrefundable.

B. Expenses

Outsourced reproduction or printing charges, shipping/messenger charges, and parking will be billed at Cost. In-house printing of drawings for owner, contractor, architect, or other consultant's use will be billed as follows: 8½"x14", 11"x17", and 13"x19" sheet sizes @ \$0.85/sheet, 24"x36" sheet size @ \$3.25/sheet, and 30"x42" sheet size @ \$4.75/sheet. **TYPICALLY 1-5% OF PROJECT FEE.**

C. Performance

ARCHITECT OF RECORD will exercise the degree of skill and care ordinarily exercised by members of the profession currently practicing under similar conditions. *ARCHITECT OF RECORD* is not a guarantor of the project to which its services are directed and its responsibility is limited to the work performed for the Client. *ARCHITECT OF RECORD* is not responsible for acts or omissions of the Client or from hired contractors/sub-contractors working on the Project. *ARCHITECT OF RECORD* may rely upon information supplied by the Client or information available from generally accepted reputable sources, including but not limited to existing conditions and proposed scope documents completed by others, without independent verification. Conclusions by *ARCHITECT OF RECORD* are based on studies, observations, and/or test results and are limited to the specific conditions for which the studies, observations, and/or tests were performed. In addition *ARCHITECT OF RECORD* is not responsible for or to have information about possible existing administration issues that the project may have with state and/or local governing agencies such as but not limited to: outstanding citation(s), non-conforming structure(s), incorrect address, etc.

If *ARCHITECT OF RECORD'S* proposal does not include construction administration services, such as project supervision, shop drawing review, etc., or if the Client does not choose to use construction administration services performed by *ARCHITECT OF RECORD* (if listed in the proposal) then *ARCHITECT OF RECORD'S* services end at the issuance of the Permit and *ARCHITECT OF RECORD* will not have design or shop drawing review obligations. Client shall assume all responsibility for interpretation and application of the contract documents, project observation reports, shop drawing review, and all other necessary structural engineering services and waives any claims against *ARCHITECT OF RECORD* connected in any way thereto.

In the interest of the project, *ARCHITECT OF RECORD* may locate existing visible above ground utilities, such as drains, manholes, conduit, etc. to the best of our ability, for our reference only, and to show relationships to structural and/or building components. *ARCHITECT OF RECORD* will not be responsible for locating these utilities and recommends that utilities in the vicinity of any new structural components or newly modified existing structural components be field verified by the appropriate parties paid for by the Client and/or property owner. The Client's and/or property owner's contractor(s) shall be responsible for locating underground utilities, disconnecting utilities, and relocating utilities as necessary in order that the proposed structural work can be completed according to the structural drawings. Furthermore *ARCHITECT OF RECORD* is not responsible for existing conditions, whether known or unknown.

D. Contracted/Subcontracted Services

The Client or the Project may require certain services to be contracted and/or subcontracted. *ARCHITECT OF RECORD* may assist the Client, if requested, to help select a contractor/subcontractor to perform those services and shall not be liable, either personally or professionally, to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the selection of any and all contractor and subcontractors. Such contractor and subcontractors shall be retained and paid for by the Client. Client shall require the contractors to purchase and maintain general liability insurance and shall require that *ARCHITECT OF RECORD* be listed as additional insured with respect to such general liability insurance held by the contractor.

E. Insurance

ARCHITECT OF RECORD shall maintain until substantial completion of construction of the Project professional liability, general liability, and automobile liability coverage by the appropriate insurance underwriters, subject to annual renewals. The professional liability coverage limits are as follows: Limit in All in Respect of Each Claim \$500,000 Limit in the Aggregate for Each Annual Period \$1,000,000

F. Permits

The Client or property Owner shall be responsible for paying for the required permits (as determined by the state and/or local permitting agency) for the project's work under the agreed upon Scope. Permits for utility work, scaffolding, and use over or through the public way may be required due to the proposed scope and/or due to the existing conditions. *ARCHITECT OF RECORD* will not be responsible for obtaining these permits.

G. Means, Methods, and Procedures

ARCHITECT OF RECORD shall not have control over or charge of and shall not be responsible for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work as these are solely the sub-contractor's or client's responsibility. *ARCHITECT OF RECORD* shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with Contract Documents. *ARCHITECT OF RECORD* shall not have control over or be in charge of acts or omissions of the Subcontractors, or their agents or employees, or for any other persons performing portions of the Work.

H. Use of Reports, Drawings, Etc.

ARCHITECT OF RECORD retains ownership of letters, reports, drawings, specifications, and calculations including the copyright and right of reuse at the discretion of *ARCHITECT OF RECORD*. These documents or parts thereof may not be reproduced, or used by the Client or by third parties for any purpose other than the purpose for which they were prepared, without the expressed written permission of *ARCHITECT OF RECORD* whether or not the project has been completed.

I. Limitation of Liability

In recognition of the relative risks, rewards, and benefits of the project to both the Client and *ARCHITECT OF RECORD*, the risks have been allocated so that the Client agrees that to the fullest extent permitted by law that *ARCHITECT OF RECORD* shall not be liable, either personally or professionally, to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the project or this Agreement from any cause or causes including but not limited to *ARCHITECT OF RECORD'S* negligence, errors, omissions, strict liability, or breach of contract, in excess of the compensation paid to *ARCHITECT OF RECORD* under this Agreement. It is intended that this limitation apply to any and all liability or cause of action however arising unless otherwise prohibited by law. The Client hereby agrees that to the fullest extent permitted by law that *ARCHITECT OF RECORD* shall not be liable to Client or the Owner of the property for any special, indirect, or consequential damages whatsoever from cause or causes that are or are not directly related to *ARCHITECT OF RECORD'S* designs, recommendations, or timeliness in providing said designs or recommendations, including but not limited to, loss of use of equipment or facility, and loss of profits or revenue.

To the fullest extent permitted by law, the Client shall indemnify and hold harmless *ARCHITECT OF RECORD*, *ARCHITECT OF RECORD'S* officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of ARCHITECTS, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the project,

2018025.0 – New 2-Story Religious Facility Building with Basement, and Surface Parking Space, Chicago, IL 6 of 7 provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the work itself),

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including the loss of use resulting there from, but only to the extent caused by any negligent act or omission of Client or Client's officers, directors, partners, agents, consultants, or employees, or others retained by or under contract to the Client with respect to this Agreement or to the project.

J. Billing Terms

The Client engaging *ARCHITECT OF RECORD* is responsible for payment of all applicable charges. Accumulated charges will be billed in approximately monthly intervals or immediately at the discretion of *ARCHITECT OF RECORD* when services have been completed. Payments shall not be contingent upon receipt of payments to Client by others. Payment in full is due within five (5) days of the invoice date or as otherwise specified in the proposal. If the Client for any reason fails to pay the undisputed portion of *ARCHITECT OF RECORD*'S invoices within ten (10) days of presentation, *ARCHITECT OF RECORD* shall have the right to cease work on the project and the Client shall waive any claim against *ARCHITECT OF RECORD*, and shall defend and indemnify *ARCHITECT OF RECORD* from and against any claims for injury or loss stemming from *ARCHITECT OF RECORD*'S suspension of service. In the event that any invoice is disputed by the Client, the Client shall notify *ARCHITECT OF RECORD* by written notice within five (5) days of the receipt of the invoice in question otherwise the invoice will be deemed approved. The Client and *ARCHITECT OF RECORD* shall work together to resolve the disputed invoice within twenty (20) days of receipt of written notice from the Client.

K. Billing Rates

Personnel Classification

Billing Rate Per Hour

Architect or Engineer of Record	\$250
Senior Architect	\$225
Project Manager	\$200
Project Architect	\$175
CADD personnel	\$ 75
Administrative and secretarial services	\$ 55

Billing rates reflect overhead, employee benefits, and profit. The above rates will be in effect for a maximum period of one year from the date of this proposal for services charged at an hourly rate such as construction administration, redesign, etc. Hourly rate services that occur after that period will be charged at *ARCHITECT OF RECORD*'s current billing rate at that time.

L. Agreement Termination

This agreement may be terminated by either party and at any time upon notification to the other party via time/date stamped Certified Mail or equivalent method. The Client agrees to pay *ARCHITECT OF RECORD* for all services rendered, per the hourly rates indicated for services performed on an hourly basis or per the lump sum fee(s) pro-rated as per the percentage of work completed, and for all reimbursable expenses incurred, to the date of termination.

M. Fax/Email Transmission

For purposes of acceptance of this Proposal and Contract Terms and Conditions, acceptance of any agreed upon modifications to the Proposal or Contract Terms and Conditions, and for purposes of acceptance of any agreed upon fees for work beyond the Scope of the original Proposal, Out of Scope Work, any signed document transmitted by FAX machine or via EMAIL shall be considered for these purposes as an ORIGINAL signature. Any such FAX or EMAIL document shall be considered to have the same binding legal effects as an ORIGINAL document.

N. Modification

Any changes to this Contract Terms and Conditions must be made by written consent from both *ARCHITECT OF RECORD* and the Client.

O. Proposal Expiration

This proposal, associated fee(s), and these terms and conditions will expire and not be valid after 10 days from the date of the proposal without a signature from the Client or from an authorized agent of the Client.

P. Marketing

ARCHITECT OF RECORD shall have the right to take photographs, both interior and exterior, and make other reasonable promotional use of the Project, including using Project photographs and description in *ARCHITECT OF RECORD* brochures, websites, newsletters, etc. for the sole benefit of *ARCHITECT OF RECORD* before, during and after the Project's completion.

Q. Disputes

The parties agree to negotiate all disputes in good faith for a period of thirty (30) days from the date of notice prior to invoking mediation. If negotiation fails to resolve the disputes, the parties agree to submit all such disputes to mediation, as condition precedent to arbitration. Mediation shall be conducted by and under the rules of the American Arbitration Association in effect at the time of execution of this Agreement, unless the parties mutually agree otherwise. Should the parties fail to resolve their disputes through mediation, the disputes should then be arbitrated. All Disputes between Client and Contractor then shall be settled by arbitration in accordance with the American Arbitration Association rules effective at the effective date of this Agreement, subject to the conditions stated below. This agreement to arbitrate will be specifically enforceable under prevailing law of any court having jurisdiction. Notice of the demand for arbitration must be filed in writing with the other party to the Agreement and with the American Arbitration Association. The demand must be made within a reasonable time after the Dispute has arisen. In no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such Dispute would be barred by the applicable statute of limitations.

- The award rendered by the arbitrators shall be in writing, and shall include a precise breakdown of the award and a written explanation of the award specifically citing the Agreement provisions deemed applicable and relied on in making the award.
- The award rendered by the arbitrators will be consistent with the Agreement of the parties and final, and judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to appeal or modification.
- If a Dispute in question between Client and *ARCHITECT OF RECORD* involves the work of a Contractor, subcontractor, or consultants to the Client or *ARCHITECT OF RECORD* (each a "Joinable Party"), either the Client or *ARCHITECT OF RECORD* may join each Joinable Party as a party to the arbitration between Client and *ARCHITECT OF RECORD* hereunder, and *ARCHITECT OF RECORD* or Client, as appropriate, shall include in each contract with each such Joinable Party a specific provision whereby such Joinable Party consents to being joined in an arbitration between Client and *ARCHITECT OF RECORD* involving the work of such Joinable Party.

URBAN RESOURCE, INC – Architects and Planners

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