

**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

General Services Committee
INITIATED BY

General Services Committee
SUBMITTED BY



Brent Sutherland- Director-
Facilities Management
DRAFTED BY

April 5, 2017
DATE DRAFTED

**Retaining an Architectural & Engineering Firm to Prepare Plans and Specifications
For the Construction of a New Public Works Garage in Beloit**

- 1 **WHEREAS**, the 2017 budget included funds for the architectural/engineering design for a new public
- 2 works garage in Beloit; and
- 3
- 4 **WHEREAS**, the expansion of the interstate 90 has increased the need to have a Rock County Public
- 5 Works Garage in Beloit; and
- 6
- 7 **WHEREAS**, the site where the new garage will be built has not been finalized; and
- 8
- 9 **WHEREAS**, the site selection is being reviewed and agreed upon by the City of Beloit, State of
- 10 Wisconsin DOT and Rock County DPW.
- 11
- 12 **NOW, THEREFORE, BE IT RESOLVED** by the Rock County Board of Supervisors duly assembled
- 13 this 27th day of April, 2017 that Angus Young Architects/Engineering firm of
- 14 Janesville, WI will be retained to prepare project plans and specifications in the amount of \$205,600.
- 15
- 16 **BE IT FURTHER RESOLVED** that a \$20,000 contingency also be approved to cover any additional
- 17 design costs that may result due to site selection.

Respectfully submitted,

GENERAL SERVICES COMMITTEE

Henry Brill, Chair

Jason Heidenreich, Vice Chair

Bob Yeomans

David Homan

Jeremy Zajac

ADMINISTRATIVE NOTE:

Recommended.

Randy Terronez
Acting County Administrator

FISCAL NOTE:

Sufficient funds are available in the 2017 budget for these services. The project is being funded by cash and the cost will be expensed by future depreciation charges.

Sherry Oja
Finance Director

LEGAL NOTE:

The County Board is authorized to take this action pursuant to secs. 59.01 and 59.51, Wis. Stats. Professional services are not subject to bidding requirements of § 59.52(29), Stats.

Jeffrey S. Kuglitsch
Corporation Counsel

Executive Summary

Retaining an Architectural & Engineering Firm to Prepare Plans and Specifications For the Construction of a New Public Works Garage in Beloit

The resolution before you is giving authorization to retain Angus Young Architects/Engineering Firm to prepare plans and specifications for the construction of a new Public Works garage in Beloit. The design cost was included in the 2017 budget. We are preparing for construction in 2018 if approved.

The Public Works Interim Director and the Facilities Management Director reviewed the portfolio showing Public Works shops and garages designed by Angus Young. After evaluation of this portfolio and our current and past experience with Angus Young services, we are recommending Angus Young for the design of this garage.



Thursday, March 9, 2017

Mr. Brent Sutherland, Director - Facilities Management
Rock County Department of Public Works
Purchasing Division
51 S. Main Street
Janesville, WI 53545

Re: Beloit Public Works Service Center

Page 1 of 4

Dear Brent:

Thank you for having Angus Young Associates provide you with this proposal for architectural and/or engineering services for your project. We hope that this proposal format provides you with the needed information to select our firm. Please let us know if you have any questions or require changes.

This engagement letter is for professional services for the project scope, professional disciplines and services described below. Should the project scope, disciplines included or services being provided need adjustment or change during the development of the project, we will be happy to revise the scope or services with an adjustment in the fees corresponding to the revisions. The risk allocation amount shall be the limit of our professional liability as defined in the 'Risk Allocation' section of this engagement letter.

Project Scope:

Work with Rock County personnel to assist in the development of a new Service Center for the Public Works department to be located in the Beloit and I-90 area of Rock County. The building is anticipated to be approximately 38,000 square feet, including mezzanine storage area, with an initial construction budget estimated at \$3.8 to \$ 4 million.

The site has not yet been finalized, therefore as part of our design services we will work with Rock County staff and DOT to provide design alternatives and recommendations for the sites that are being considered. These alternative designs are intended to be schematic design level drawings and would not include detailed grading and storm water management plans.

Once the site selection is finalized, we shall: prepare schematic design through bidding and construction documents; then bidding and construction services for all of the site and building development.

We have included the estimated review and approval expenses as well as other reimbursable expenses.

Professional Disciplines Included:

Professional services included with the proposed fee include: architectural design services to define building layout, orientation, scope, finishes and color selection and construction; design of structural systems and components; HVAC system design including determining heating and cooling loads, determining system(s), components and operations; electrical power, lighting and communications systems design, equipment selection, layout and components; plumbing systems design, sizing, fixture selection and system layout; site design including buildings, parking, circulation, lighting, utilities and other improvements; landscaping design, layout, selection of materials, and details; design of site improvements, topography, storm water drainage systems, construction details and erosion control and storm water management plans.

Re: Beloit Public Works Service Center

Page 2 of 4

Scope of Services Included:

Outline Program: Preparation of an outline program by meeting and interviews with key stakeholders in the project and providing space allocation, relationship and functional requirements for the project.

Schematic Design: Working from the information you provide in the facility program, we will prepare building floor plans, site plan and exterior elevations. The plans will illustrate the spatial and functional relationships of the facility and site. The exterior elevations will illustrate the projected image and exterior materials. We shall also prepare a project schedule, construction cost estimate, and will discuss with you construction types, costs and alternatives you may want to consider.

Design Development: We will work with you to determine the next level of detail in the design of the project. Consideration for construction type, materials, finishes, features and final design considerations will be covered. If included: our engineers shall determine the structural, mechanical, electrical, and plumbing requirements of the building, mechanical system options and suggestions, then optimal locations and sizes for the systems. It is our goal, that by the conclusion of this phase, all aspects of the building design have been thoroughly reviewed with you and approved.

Detailed Bidding/Construction Documents: After systems have been selected and finishes approved, our team shall develop detailed drawings, specifications and project manual needed for bidding, approvals and construction. Project manual with specifications shall be developed for this project and shall include requirements for bidding, general conditions, and other general provisions as requested by the owner. Prepare documents shall provide a level of detail for competitive, comparable bidding of project.

Bidding/Contract Negotiation: During the bidding of the project, we shall answer questions, prepare addenda and assist in obtaining bids, award and preparation of the Standard AIA Owner-Contractor contracts. The conclusion of this phase will result in an award and contracts for construction with a single prime General Contractor.

Construction Phase Services: We shall provide construction services which will include: reviewing shop drawings and payment requests, attend bi-weekly job meetings, review construction on-site, prepare clarifications, bulletins, request for proposals and answer questions as called upon. At notification by the contractor of substantial completion, we shall closely review the project with you and prepare a list of all items that the contractor must complete, repair or provide prior to final completion and payment. As part of the final completion of the project, we shall assist in gathering as-built documents, warranties, instruction and operation manuals from the contractor, preparation of closing documents and paperwork required for reduction of retainage and final payment.

Services Not Included:

Professional disciplines not included in this proposal: interior design (ffe); site surveying; or, soil testing & geotechnical engineering. These may be available upon request with appropriate fee adjustments. Available services not included: feasibility study; and, post-construction services. These services are available upon request but have not been included in this proposal.

Terms: Contract form: B101 Owner-Architect Abbreviated Agreement, 2007
 Angus Young Associates Risk Allocation: \$1,000,000
 Type of Billing: Fixed fee plus reimbursible expenses (see last page for description), billed monthly based on the progress of completed work.
 Professional Fee: **\$199,100.00** Estimated Expenses included: \$6,500.00

Re: Beloit Public Works Service Center

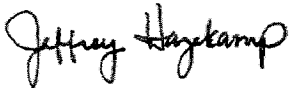
Page 3 of 4

Hourly Rates:	Principal	\$120.00	Engineer	\$110.00
	Design Professional	\$100.00	Professional I	\$90.00
	Professional II	\$75.00	Professional III	\$65.00
	Designer	\$55.00	Technician I	\$45.00

Work will begin on the project after a signed copy of this engagement letter is received. If for any reason, work has begun without a signed engagement letter, contract or purchase order, we may terminate work on the project without notice. Receipt of a purchase order for this project will constitute agreement with the terms of this engagement letter. This agreement and the contract form defined under "Terms" above shall be the basis of our agreement. The contract form will be provided at your request.

We look forward to working with you on this project.

Sincerely,



Jeffrey Hazekamp, President, AIA

Accepted By:

Signature

Printed Name

Date

INFORMATION REQUIRED FROM OWNER

To provide the requested services, we may require information from you or others to provide the professional services requested. Depending on the scope of the project and services we will require you to provide: space needs or program statement; detailed site survey; soils engineering report; written design criteria and project requirements; and, existing building as-built drawings/ construction documents. We will rely on the content, accuracy and completeness of all information provided by you or others on your behalf. Please confirm the accuracy of all information provided.

SCOPE OF BASIC SERVICES

Services that we may provide for your project include: architectural, structural, electrical, plumbing, and mechanical engineering. These services are implied unless omitted because of project scope or limitation of requested professional services. Unless otherwise stated, scope of professional services and form of agreement between the Angus Young Associates, Inc. and the owner shall be defined by the AIA contract form referenced previously. This contract form is available upon request.

REIMBURSABLE EXPENSES

Reimbursable expenses shall be billed in addition to professional fees at cost plus fifteen percent. Expenses may include but not limited to: submittal and approval fees; printing, reproduction of drawings and specifications; mailing, and advertising fees; and travel expenses. Where proposal is provided to include expenses, these fees are included in the profession fees listed.

SERVICES NOT INCLUDED

Angus-Young Associates shall not provide, coordinate nor be responsible for: soils, concrete, material and performance testing; site surveying services; pre-engineered metal building components; other professional services such as real estate, accounting, or legal services. Angus Young, except for its own services, shall not specify construction procedures, manage or supervise construction, or implement or be responsible for health and safety procedures, and shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs.

EXISTING FACILITY LIMITATIONS

We are informing you of risk you assume associated with our work as it relates to the existing building construction. Since we are unfamiliar and unable to verify without damaging the facility we shall assume that the existing building construction is: as indicated on drawings provided; meets all code requirements; and is consistent with the construction that is visible. Construction that is buried, covered or not readily visible will not be verified by our staff prior to construction demolition. Should demolition expose structural, code or other conditions inconsistent with the information provided or available; additional costs to remedy will be born by the Owner. Costs for investigation, recommendations, and/or design efforts by our staff will also be charged in addition to the fees previously established at our standard hourly rates.

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 to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant to the Client shall not exceed the Consultant's risk allocation amount indicated under 'Terms' in this proposal. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise permitted by law.

PAYMENT TERMS

Angus-Young Associates, Inc. (the Firm) shall bill monthly based on the progress of work completed. Payment shall be due within 20 days of receipt of invoice. Interest of 1% per month on outstanding balances over 60 days from date of invoice will be charged in addition to professional service fees. If invoice has not been paid within 90 days of date of invoice, the Firm may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of service. If the Client fails to make payments when due and the Firm incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs, including actual reasonable attorneys fees and time by Angus Young Associates, Inc. professionals at standard hourly rates incurred in addition to any fixed fee arrangement, shall immediately become due and payable

INDEMNIFICATION

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its sub-consultants or anyone for whom the Consultant is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and sub-consultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

