



# City of New Berlin

## Meeting Agenda

### Committee of the Whole

New Berlin City Hall  
3805 S. Casper Drive  
New Berlin, WI 53151

(262) 786-8610  
[www.NewBerlin.org](http://www.NewBerlin.org)

Tuesday, January 24, 2023

6:00 PM

City Hall Council Chambers

#### CALL MEETING TO ORDER

#### ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

#### APPROVAL OF MINUTES

1. January 10, 2023 Committee of the Whole Meeting Minutes

#### UTILITIES & FINANCE

2. Recommend to Council approval of January 25th, 2023 Water Utility claims in the amount of \$12,096.38 (2022 Invoices) & \$245,821.98 (2023 Invoices), Sewer Utility claims in the amount of \$658,749.13 (2022 Invoices) & \$1,077.03 (2023 Invoices) and General City claims in the amount of \$545,236.71 (2022 Invoices) & \$107,825.21 (2023 Invoices)

#### LICENSES & PERMITS

#### MISCELLANEOUS

3. Municipal Court Department Update by Catharine Hausen
4. Discussion and possible action to approve the RAS for the approval of a contract with Conference Technologies, Inc. (CTI) for the New Berlin Activity and Recreation Center Phase 2
5. Discussion and possible action to approve the RAS for the approval of the attached 2023 Salary Table effective 1/1/2023
6. Discussion and possible action to approve the RAS for the approval of Resolution No. 23-1 for the application of a Wisconsin Economic Development Corporation (WEDC) Vibrant Spaces Grant
7. Discussion and possible action on the RAS for the approval of a Professional Services Agreement to hire Perspective Design, Inc. for site and building evaluation, architectural and engineering services for the preparation of a DPW Campus, Hickory Grove and Community Center Long-Range Strategic Plan in an amount not to exceed \$121,470
8. Discussion and possible action to approve the RAS for the approval of a Professional Services Agreement to hire Moore Construction Services for preconstruction management services for the preparation of a DPW Campus, Hickory Grove and Community Center Long-Range Strategic Plan in an amount not to exceed \$38,000.

#### DEFERRED, REFERRED & TABLED ITEMS

#### ADJOURN

#### PLEASE NOTE:

Any comments that the public wishes to make may be communicated to the city via email at [citizencomments@newberlin.org](mailto:citizencomments@newberlin.org) and will be forwarded to the Mayor and Committee of the Whole.

*Agenda Posted: 1/20/2023*

It is possible that action will be taken on any of the items on the agenda and that the agenda may be discussed in any order. It is also possible that members of and a possible quorum of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information; no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice.

Also, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact City Clerk Rubina R. Medina (262) 786-8610.



**CITY OF NEW BERLIN  
COMMITTEE OF THE WHOLE - MINUTES  
Tuesday, January 10, 2023**

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**Regular Meeting**

**Council Chambers.**

**6:00 PM**

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*Please note: Minutes are unofficial until approved by the Committee of the Whole at the next regularly scheduled meeting.*

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**CALL MEETING TO ORDER**

Mayor Ament called the meeting to order at 6:01PM

**ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE**

Present: Mayor Ament, Alderperson Hopkins, Garrigues, Maxey, Harenda, Horbinski and Kroupa

Excused: Alderman Stribl

Staff Present: City Attorney Mark Blum, Finance Director Ralph Chipman, City Engineer Tammy Simonson, Deputy City Clerk Megan Godshall and Deputy City Clerk Sherri Hanson

Deputy Clerk Godshall stated a quorum has been established and the meeting was properly noticed.

**APPROVAL OF MINUTES**

**ITEM:** December 13, 2022 Committee of the Whole Meeting Minutes

**MOTION:** Motion to Approve the December 13, Committee of the Whole Meeting Minutes

**VOTE:** Motion by: Alderman Garrigues  
Second by: Alderman Horbinski  
**Motion Passed 6-0.**

**UTILITIES & FINANCE**

**ITEM:** Recommend to Council approval of December 28, 2022 Water Utility claims in the amount of \$41,634.91, Sewer Utility claims in the amount of \$403,836.01 and General City claims in the amount of \$495,039.88. US Bank VISA EFT of \$24,223.05.

**MOTION:** Motion to approve December 28, 2022 Water Utility claims in the amount of \$41,634.91, Sewer Utility claims in the amount of \$403,836.01 and General City claims in the amount of \$495,039.88. US Bank VISA EFT of \$24,223.05.

**VOTE:** Motion by: Alderman Garrigues  
Second by: Alderman Maxey

**Motion Passed 6-0.**

## **LICENSES & PERMITS**

**ITEM:** Discussion and possible action to approve the "Class B" liquor license application for FPG Krause, LLC located at W. National Avenue for the premises described in the application as presented. (Transfer of license from Krause Properties LLC. to FPG Krause, LLC).

**MOTION:** Motion to Approve the "Class B" liquor license application for FPG Krause, LLC located at W. National Avenue for the premises described in the application as presented. (Transfer of license from Krause Properties LLC. to FPG Krause, LLC).

**VOTE:** Motion by: Alderman Hopkins  
Second by: Alderman Horbinski  
**Motion Passed 6-0.**

## **MISCELLANEOUS**

**ITEM:** Recommend to the Common Council the approval of the Director of Finance to sign the Declaration of Official Intent for the 2023 Debt Issue in an amount not to exceed the approved 2023 CIP & TID Budget amounts plus projected issuance costs

**MOTION:** Motion to Approve the Director of Finance to sign the Declaration of Official Intent for the 2023 Debt Issue in an amount not to exceed the approved 2023 CIP & TID Budget amounts plus projected issuance costs.

**VOTE:** Motion by: Alderman Hopkins  
Second by: Alderman Garrigues  
**Motion Passed 6-0.**

## **DEFERRED, REFERRED & TABLED ITEMS**

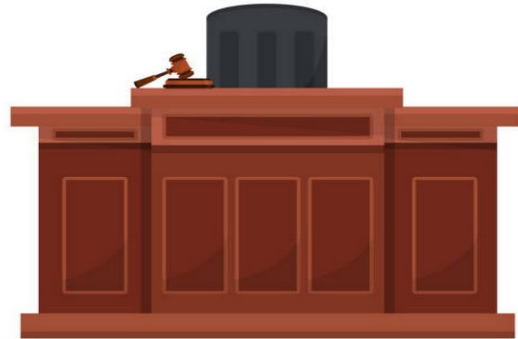
## **ADJOURN**

**MOTION:** Motion to Adjourn at 6:05PM

**VOTE:** Motion by: Alderwoman Kroupa  
Seconded by: Alderman Harenda  
**Motion Passed 6-0.**

*Respectfully Submitted,  
Sherri L. Hanson, Deputy City Clerk*

# Municipal Court



Catharine Hausen

# 2022 Highlights

## Staff:

- ❖ Maintained same office staff since 2020 retirement of office manager.
  - ❖ Judge, City Prosecutor, one full time and two part-time clerks
  - ❖ Additional city prosecutor joined team in early 2022.

## Updates:

- ❖ TiPSS software update released in fall of 2022. Changes included:
  - ❖ Expanded ticket inquiry capability
  - ❖ Improved screen layout
  - ❖ Upgraded usefulness of existing reports
- ❖ Modified ordinances for parking, open burning, fireworks and heavy traffic.

# 2022 Highlights Continued

## Education:

- ❖ Clerk's Association conducted several webinars to provide clerks with the opportunity to share and discuss improvements to court procedures with other clerks.
- ❖ The Department of Revenue released a webinar on how their program works and how clerks can improve their methods of collection through their services.

# 2022 Highlights Continued

## Financial:

- ❖ Reduced outstanding warrants by submitting debt to Department of Revenue to lower costs for both the Court and Police Department.
- ❖ Increased revenue from Department of Revenue on outstanding debts from 20% to 26%.
- ❖ Improved use of payment services to reduce credit card costs at window. Currently 19% of payments in person with credit card versus 33% online or phone payment service.
- ❖ Maintained three court sessions a month per NBPD request to reduce security costs.
- ❖ Drastically reduced prisoner care costs.
  - ❖ 2019 \$5,672
  - ❖ 2020 \$1,954
  - ❖ 2021 \$722
  - ❖ 2022 \$714

# Ticket Totals

Court and Parking

2022

❖ Tickets issued: 4,571

2021

❖ Tickets issued: 4,777

2020

❖ Tickets issued: 4,020

# Court Sessions

## Court Sessions

- ❖ 1<sup>st</sup> and 3<sup>rd</sup> Wednesdays (8:30 AM)
- ❖ 2<sup>nd</sup> Wednesdays (7:00 PM)
- ❖ Last court session of the month pre-trial only



# Serving the Public

- ❖ Assist the public with driver's license and vehicle registration matters:
  - ❖ Requirements, eligibility, restrictions and withdrawals.
- ❖ Provide requested information in regards to public records requests by government agencies, such as firearm checks.
- ❖ Process and assist defendants with requests for:
  - ❖ Adjournments, jury demands, refusal hearings, appeals etc.
- ❖ Prepare and submit statistical and financial reports to state, county and local government agencies.

# Informing the Defendant

Defendant provided with information multiple ways regarding tickets.

- ❖ Before Court:
  - ❖ Ticket instruction sheet
  - ❖ Court notices
  - ❖ Website
  - ❖ Phone
- ❖ During Court:
  - ❖ Judge's opening remarks
  - ❖ Court handout
  - ❖ Defendant court record
- ❖ After Court
  - ❖ Default letter
  - ❖ Summons
  - ❖ Postcards

# Informing the Defendant continued

Multiple payment methods available for defendants.

- ❖ In-person, by mail, drop box, and two online/phone services
- ❖ Payment plans
- ❖ Extensions



Defendants notified of due date prior any enforcement.

- ❖ Provide time to pay
- ❖ Default letters, summons and postcards

All correspondence indicates consequences for non-payment.

# Juvenile Cases

2022

25 Juvenile Cases

- ❖ Juvenile Court with New Berlin
  - ❖ Receive alternative sentence including:
    - ❖ community service
    - ❖ letters of apology or essays
    - ❖ alcohol, drug and vaping classes
    - ❖ no further violations
- ❖ Waukesha County Teen Court
  - ❖ Waukesha county resident, no prior incidents, admit guilt, non-traffic only.
  - ❖ Receive alternative sentence including:
    - ❖ community service
    - ❖ jury duties
    - ❖ no further violations
  - ❖ Six cases in 2020. Seven cases in 2021. Four cases in 2022.

# Collection Methods

When collection warnings are ignored, Court uses the following methods to collect:

- ❖ Department of Transportation
  - ❖ Driver's License Suspension
  - ❖ Registration Suspension
- ❖ Writ of Commitment or Warrant
- ❖ Department of Revenue
  - ❖ State Debt Collection
  - ❖ Tax Refund Intercept Program



# Suspensions

Driver's License Suspensions for failure to pay.

- ❖ Suspended license for one year or paid in full.
- ❖ Suspension traffic or juveniles offenses.
- ❖ Ordered to be consecutive to other suspensions on record.



# Traffic Violation and Registration Program TVRP

- ❖ 221 Parking tickets issued in 2022
- ❖ Two warning postcards are mailed to defendants for unpaid parking tickets.
- ❖ Failure to pay is submitted to TVRP electronically.
- ❖ Suspension placed on related car and any future attempts to register vehicles.
- ❖ Once paid, suspension is released electronically.



# Writ of Commitment

Signed ordered for failure to pay for the arrest and incarceration in the Waukesha County Jail.

- ❖ Non-payment of violations such as:
  - ❖ Operating while Intoxicated
  - ❖ Disorderly Conduct
  - ❖ Theft
  - ❖ Possession of Paraphernalia or THC
  - ❖ Operating without a Driver's License
- ❖ Defendant serves one day for every \$50.00 owed.
- ❖ City charged \$18.80 for each day served.



# Writ of Commitment continued

- ❖ Posted on City of New Berlin website
- ❖ ALPRS (Automatic License Plate Recognition System)
- ❖ Notification letters mailed
- ❖ Currently 70 active Writs and Warrants with a balance of \$25,200.
- ❖ Reduced active Writs of Commitment and entered debt into more successful methods of collections.
  - ❖ Defendant not in surrounding counties
  - ❖ Low balances
  - ❖ No hit confirmation in several years
  - ❖ Cost to NBPD outweighs return on Writ
  - ❖ \$10,475 collected on idle warrants

# Department of Revenue SDC

## State Debt Collection (SDC)

- ❖ Collection by DOR with no cost to the Court
- ❖ Aggressively pursues collection from lotteries, wages, or bank accounts
- ❖ Joined SDC in late 2016
- ❖ Collected \$98,552 in forfeitures in 2021
- ❖ Collected \$118,266 in forfeitures in 2022
- ❖ Total collection of \$581,370 from 2016 to 2022

# Department of Revenue TRIP

## Tax Refund Intercept Program (TRIP)

- ❖ Collection by DOR with no costs to the Court
- ❖ Intercepts Wisconsin Tax Return
- ❖ Parking and Writs of Commitment
- ❖ Collected \$3,501 in 2021
- ❖ Collected \$1,558 in 2022
- ❖ Decrease due to fewer Writs of Commitment

# Revenue Sources

2022 sources of payment of forfeitures

|                              |     |
|------------------------------|-----|
| Cash                         | 7%  |
| Check                        | 13% |
| AllPaid (online/phone)       | 15% |
| Point and Pay (online/phone) | 18% |
| Credit Card                  | 19% |
| SDC                          | 27% |
| TRIP                         | 1%  |

# Revenue Totals

## 2022

- ❖ 2022 Revenue collected \$320,042 as of 01/16/23
- ❖ 2022 Proposed revenue \$320,000

## 2021

- ❖ 2021 Revenue collected \$326,032
- ❖ 2021 Proposed revenue \$320,000

## 2020

- ❖ 2020 Original Revenue \$320,000
- ❖ 2020 COVID Modified Revenue \$260,000
- ❖ 2020 Actual Revenue \$285,734

# 2023 Goals

The Court will to continue to:

- ❖ Aggressively use all methods available for collection on outstanding balances.
- ❖ Provide defendants with multiple payment options to allow for more successful compliance.
- ❖ Review court day security measures and make improvements where needed.
- ❖ Upgrade equipment to current data encryption and security.
- ❖ Offer professional and helpful service to the public.
- ❖ Maintain a coordinated and cohesive relationship with the NBPD officers and clerks.



### **REQUESTED ACTION STATEMENT**

**TO:** Common Council  
Mayor Dave Ament

**FROM:** Gregory Kessler, AICP – Director of Community Development

**RE:** Requested Action Statement for the approval of a contract with Conference Technologies, Inc. (CTI) for the New Berlin Activity and Recreation Center Phase 2.

**DATE:** January 24<sup>th</sup>, 2023

**REQUESTED ACTION:** The approval of a contract with Conference Technologies, Inc. for audio and visual equipment and installation for the New Berlin Activity and Recreation Center Phase 2.

**FISCAL IMPACT:** The funds to be used are from CIP account 04252900-61130-C2022 Activity and Recreation Center. The total for this “Not-to-Exceed” contract is \$118,364.23. This contract amount was already figured into the project’s overall budget and does not represent a cost-overflow. This particular project element was not contracted out as part of the original Phase 2 contract approvals.

**SOURCE OF FUNDS:** Account #: 04252900-61130-C2022 – Recreation Center

**RATIONALE/BACKGROUND:** Conference Technologies was the audio/visual equipment provider and installer for Phase 1 of the New Berlin Activity and Recreation Center. Contracting with CTI will allow the City to maintain continuity and more easily integrate the new equipment of Phase 2 with Phase 1 of the project.

The City officially closed on the property purchase on August 12, 2020. The City's purchase included approximately 25,000 square feet of vacant building, 45% of the entire former Walmart site area (only area of the site that was suitable for a building expansion), 52% of the entire parking lot, and 100% of the National Avenue & Wall Street frontages. The address for the Activity and Recreation Center is 15321 W. National Avenue after the parcel was divided in two. Phase 1 remodeled the existing space, while Phase 2 will be a building expansion to the north for basketball/volleyball courts, an elevated running track and additional rooms for recreation programming.

Phase 1 of the project was completed and opened to the public June 4<sup>th</sup>, 2022. Construction of phase 2 will commence this fall with an anticipated completion date of the first quarter of 2024.

**CONTRACT BETWEEN  
THE  
CITY OF NEW BERLIN  
AND  
CONFERENCE  
TECHNOLOGIES, INC  
FOR  
AUDIO AND VISUAL EQUIPMENT AND INSTALLATION**

This agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2022 , by and between the City of New Berlin (CITY) and Conference Technologies, INC (CONSULTANT);

**WITNESS THAT:**

WHEREAS, the CITY proposes the PROJECT described as follows:

*The buildout and renovation of the New Berlin Activity and Recreation Center  
Phase 2 located at 15321 W. National Avenue, New Berlin, WI.*

WHEREAS, the CITY wishes to engage the services of a professional engineering consultant to provide engineering and project management services as hereinafter set forth; and

WHEREAS, the CONSULTANT represents itself as being capable, experienced and qualified to undertake and perform those certain services, hereinafter set forth, as are required in accomplishing fulfillment of the obligations under the terms and conditions of the contract as an independent entrepreneur and not as an employee of the CITY, and agrees to furnish such services as hereinafter described.

NOW, THEREFORE, the CITY AND CONSULTANT, in consideration of the premises and the mutual promises and understandings hereinafter contained, agree as follows:

**SECTION I - RETENTION OF SERVICES**

CITY hereby agrees to engage the CONSULTANT and the CONSULTANT hereby agrees to personally perform, as an independent consultant and not as an employee of the CITY, the services hereinafter set forth, all in accordance with the terms and conditions of this CONTRACT. The CONSULTANT agrees time is of the essence and will meet all deadlines and any schedules as herein set forth.

The DIRECTOR OF COMMUNITY DEVELOPMENT shall administer this CONTRACT specifically as related to work performed by the consultant. The DIRECTOR OF COMMUNITY DEVELOPMENT will transmit all instructions, comments, and approvals to the CONSULTANT, and be the recipient of all submittals by the CONSULTANT. The word "CONSULTANT" means a person, or entity, including all employees, sub-consultants and other assigns, whether public or private, that enters into contract with the CITY.

## **SECTION II - REQUIREMENTS**

The CONSULTANT is required to:

- A. perform, do and carry out in a satisfactory, timely, and proper manner, the services delineated in this CONTRACT.
- B. comply with requirements listed with respect to reporting on progress of the services, additional approvals required, and other matters relating to the performance of the services.
- C. comply with time schedules and payment terms.

## **SECTION III - SCOPE OF SERVICES**

### **A. GENERAL**

- (1) The work under this CONTRACT shall consist of performing those phases or portions of the engineering for the Project necessary or incidental to accomplish the Project responsibilities, which are hereinafter specified.
- (2) The CONSULTANT shall furnish all services and labor necessary to conduct and complete the work, and shall furnish all materials, equipment, supplies, and incidentals other than those which are hereinafter designated to be furnished by others.
- (3) The work under this CONTRACT shall at all times be subject to the approval of the DIRECTOR OF COMMUNITY DEVELOPMENT.
- (4) The services under this CONTRACT shall be performed in accordance with generally accepted standards of the profession and the City of New Berlin Infrastructure Standards.
- (5) The CONSULTANT shall from time to time during the progress of the work confer with the DIRECTOR OF COMMUNITY DEVELOPMENT, and shall prepare and present such information as may be pertinent and necessary or as may be requested by the DIRECTOR OF COMMUNITY DEVELOPMENT to enable him to pass judgment on the features of the work. The CONSULTANT shall make such changes, amendments, or revisions in the detail of the work as may be required by the DIRECTOR OF COMMUNITY DEVELOPMENT. The DIRECTOR OF COMMUNITY DEVELOPMENT reserves the right to select the alternative(s) to be pursued and may request additional alternatives be studied, subject to Section XIII - Change, if applicable.
- (6) The CONSULTANT shall do, perform, and carry out all of the tasks and obligations outlined in this CONSULTANT'S Proposal, dated December 14<sup>th</sup>, 2022, hereby referenced and incorporated into this CONTRACT as Exhibit A. In the event of a

conflict between the provisions of this CONTRACT and Exhibit A, the provisions of the CONTRACT shall govern. The CONSULTANT shall complete all the work under this CONTRACT without substantial change to the Project Team or the Project Approach as specified in the CONSULTANT's Proposal.

**B. WORK TASKS**

It is understood by the parties to the CONTRACT that the CONSULTANT's scope of services covered under this CONTRACT shall include those engineering and related services contained in the attached Exhibit A, prepared by CONSULTANT.

**SECTION IV - SPECIFIC CONDITIONS OF PAYMENT**

- A. The CONSULTANT shall be compensated for the services described above on an hourly rate basis for a total fee of \$118,364.23. It is expressly understood by the parties hereto that under no circumstances shall the total CONTRACT Price, including contingencies, exceed the Contract amount of \$118,364.23 except as provided herein.
- B. **PROGRESS PAYMENTS.** The CONSULTANT shall submit invoices to the DIRECTOR OF COMMUNITY DEVELOPMENT for partial payment of fees, from time to time during the progress of the work, but not more frequently than on a monthly basis. Such invoices shall cover payment to the CONSULTANT for work performed by the CONSULTANT on each individual work activity. Invoices shall show hours worked on each activity and the amount of work completed. A brief progress report shall accompany each invoice. The DIRECTOR OF COMMUNITY DEVELOPMENT will examine each such invoice, and if found to be acceptable according to the CONTRACT, payment shall be made. Final payment of the balance due the CONSULTANT for the completed project shall be made upon completion and acceptance of the work performed. The CITY shall pay the CONSULTANT's approved invoices within 30 days after invoice receipt. Where CITY reasonably disputes some portion of the charges contained in the CONSULTANT's bill for services, the CITY shall make prompt payment of that portion of the bill, which is undisputed and shall notify the CONSULTANT in writing of the reason for its dispute.

**SECTION V - TIME OF PERFORMANCE**

- A. The services to be performed under the terms and conditions of the CONTRACT shall be in force and shall commence upon execution of the CONTRACT by the CONSULTANT and upon written notice from the DIRECTOR OF COMMUNITY DEVELOPMENT to proceed. The work under this contract shall be undertaken and completed in such sequence as to assure its expeditious completion in light of the purposes of this CONTRACT.
- B. It is the intent of the CITY and the CONSULTANT that all of the services required to be performed hereunder by the CONSULTANT shall be finished by December 31<sup>st</sup>, 2023.
- C. In addition to all other remedies inuring to the CITY should the CONTRACT not be completed by the time frame specified in accordance with all of its terms, requirements and

conditions therein set forth, the CONSULTANT shall continue to be obligated thereafter to fulfill CONSULTANT's responsibility to complete the scope of services and to execute any necessary amendments to this CONTRACT. Delays in completing the work within the time provided for completion as specified elsewhere in the CONTRACT, for reasons attributable to the CITY, may constitute justification for additional compensation to the extent of documentable increases in costs of labor, services or materials as a result thereof. Failure of the CONSULTANT to submit a formal written request for an extension of time prior to the expiration of the CONTRACT shall constitute a basis for denying any cost adjustments for reasons of such delay.

D. DELAYS

CONSULTANT shall not be liable for delays or failure to perform its Services caused directly or indirectly by circumstances beyond CONSULTANT's control, including but not limited to, acts of God, fire, flood, war, sabotage, accident, labor dispute, shortage, government action including regulatory requirements, changed conditions, delays resulting from actions or inactions of CITY or third parties not under control of CONSULTANT, site inaccessibility or inability of others to obtain materials, labor, equipment, or transportation. Should any of the above occur, then the date for completion of the services shall be adjusted for such delay, provided the CONSULTANT reports the delay to the CITY within a reasonable time of its discovery. The CITY shall determine whether or not the cause of delaying or not completing a duty or obligation is within the control of the CONSULTANT.

**SECTION VI - CONDITIONS OF PERFORMANCE AND COMPENSATION**

A. PERFORMANCE.

The CONSULTANT agrees that the performance of CONSULTANT's work, services and the results therefrom, pursuant to the terms, conditions and agreements of this CONTRACT, shall conform to such recognized professional standards as are prevalent in this field of endeavor and like services.

B. PLACE OF PERFORMANCE.

The CONSULTANT shall conduct CONSULTANT's services as required under the terms and conditions of this CONTRACT at such place or places as is necessary which will enable the CONSULTANT to fulfill CONSULTANT's obligation under this CONTRACT.

C. COMPENSATION.

CITY agrees to pay, subject to the contingencies herein, and the CONSULTANT agrees to accept for the satisfactory performance of the services under this CONTRACT the maximum fees as indicated in Section IV, inclusive of all expenses. All expenses for travel, meals and lodging are not eligible for compensation under any part of this CONTRACT.

D. ADDITIONAL FRINGE OR EMPLOYEE BENEFITS.

The CONSULTANT shall not receive nor be eligible for any fringe benefits or any other benefits to which CITY salaried employees are entitled to or are receiving.

E. TAXES, SOCIAL SECURITY, INSURANCE & GOVERNMENT REPORTING.

Personal income tax payments, social security contributions, insurance and all other governmental reporting and contributions required as a consequence of the CONSULTANT receiving payment under this CONTRACT shall be the sole responsibility of the CONSULTANT. The CONSULTANT shall be solely responsible to meet CONSULTANT insurance needs as specified below during the terms of this CONTRACT or any extension thereof.

General Liability:

|                                  |             |
|----------------------------------|-------------|
| General Aggregate                | \$2,000,000 |
| Personal/Advertising Injury      | \$1,000,000 |
| Each occurrence                  | \$1,000,000 |
| Fire Damage (Any One Fire)       | \$ 50,000   |
| Medical Expense (Any One Person) | \$ 5,000    |

Automobile Liability:

|     |             |
|-----|-------------|
| CSL | \$1,000,000 |
|-----|-------------|

Excess Liability:

|                                 |             |
|---------------------------------|-------------|
| Umbrella Form - Each Occurrence | \$5,000,000 |
| Umbrella Form - Aggregate       | \$5,000,000 |
| Self-Insured Retention          | \$ 10,000   |

Workers' Compensation and Employers' Liability

|                       |             |
|-----------------------|-------------|
| Each Accident         | \$ 500,000  |
| Disease Policy Limit  | \$1,000,000 |
| Disease Each Employee | \$ 500,000  |

Professional liability:

|                      |             |
|----------------------|-------------|
| Aggregate/Occurrence | \$1,000,000 |
|----------------------|-------------|

The Contractor shall not commence work until he has obtained all insurance required by the City of New Berlin. A Policy Endorsement shall be signed by an authorized Principal of the Insurer and provided to the DIRECTOR OF COMMUNITY DEVELOPMENT as evidence thereof naming the CITY as an additional insured and showing the CONSULTANT is covered by the above required types and amount of insurance, providing for a thirty (30) day written notice to the CITY prior to change, termination or cancellation. Such notice provisions shall be stated in the unconditional affirmative. Phrases such as "shall endeavor to notify" are unacceptable and shall be rejected. The additional insurance must be on a primary and noncontributory basis.

F. SUBCONTRACTING.

The CONSULTANT shall not subcontract for the performance of any of the services herein set forth without prior written approval obtained from the DIRECTOR OF COMMUNITY DEVELOPMENT.

## **SECTION VII - METHOD OF PAYMENT**

The CITY agrees that subsequent to the full and complete performance of this CONTRACT, and satisfactory performance of the services as specified in Section II and Section III, to pay the amount or amounts as herein set forth. The conditions of payment are as follows: Compensation for services required under this CONTRACT shall be contingent upon each activity being reviewed for approval, and being approved for payment by the DIRECTOR OF COMMUNITY DEVELOPMENT, as stipulated in Section IV.

## **SECTION VIII - INDEMNIFICATION**

The CONSULTANT shall indemnify and hold harmless the CITY and its agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the construction work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the CONSULTANT, a Sub-consultant and anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph. To the extent the CITY is separately entitled to coverage, defense, and/or indemnification from a Contractor and/or its insurer for the same losses or expenses, this clause shall not apply, it being understood that the Contractor's obligation is primary.

## **SECTION IX - REGULATIONS**

The CONSULTANT agrees to comply with all of the requirements of all federal, state and local laws as well as codes, specifications and requirements related to the performance of the work under this CONTRACT.

## **SECTION X - FINAL SETTLEMENT**

The CONSULTANT shall notify the City in writing when the CONSULTANT has determined that the Services under this CONTRACT have been completed. Upon the CITY's subsequent determination that the Services have been satisfactorily completed, the CITY will provide written notification to the CONSULTANT acknowledging formal acceptance of the completed Services. Unless the CONTRACT has been terminated prior to the completion of the Services, the CONTRACT shall not be considered terminated upon completion and acceptance of the Services, or upon final payment therefore, but shall be considered to be in full force and effect for the purposes of requiring the CONSULTANT to make revisions or corrections in the Services as are necessary to correct errors or omissions made by the CONSULTANT in the Services, or for the purposes of having the CONSULTANT make revisions in the Services at the request of the CITY as "Extra Services". The CONTRACT shall be considered terminated when the construction of the project has progressed sufficiently to make it manifest that the construction can be completed without further revisions in the services, or the CONSULTANT is released prior to such time by written notice from

the CITY, or if more than three (3) years have elapsed following formal written notification of final acceptance of the services by the CITY.

#### **SECTION XI - TERMINATION OF CONTRACT FOR CAUSE**

If, through any cause, the CONSULTANT shall fail to fulfill in timely and proper manner his obligations under this CONTRACT, or if the CONSULTANT shall violate any of the covenants, agreements or stipulations of the CONTRACT, the CITY shall thereupon have the right to terminate this CONTRACT by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, upon payment of any amounts properly due the CONSULTANT, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials related to the services prepared by the CONSULTANT under this CONTRACT shall, at the option of CITY, become the property of the CITY. Notwithstanding the above, the CONSULTANT shall not be relieved of liability to the CITY for damages sustained by the CITY, and CITY may withhold any payments to the CONSULTANT for the purpose of set off until such time as the exact amount of damages due to the CITY from the CONSULTANT is determined. If through no fault of the CONSULTANT, the CITY shall fail to fulfill in a timely and proper manner, its obligations under this CONTRACT, or if the CITY shall violate any of the covenants, agreements or stipulations of the CONTRACT, the CONSULTANT shall thereupon have the right to terminate this CONTRACT by giving written notice to the CITY of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

#### **SECTION XII - TERMINATION FOR CONVENIENCE OF THE CITY**

The CITY may terminate this CONTRACT at any time for any reason by giving at least ten (10) days notice in writing from the CITY to the CONSULTANT. If the Contract is terminated by the CITY as provided herein, the CONSULTANT will be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed bear to the total services of the CONSULTANT covered by this CONTRACT, less payments for such services as were previously made plus all reimbursed expenses payable under this CONTRACT. If this CONTRACT is terminated due to the fault of the CONSULTANT, Section X thereof, relative to termination, shall apply.

#### **SECTION XIII - CHANGES**

The CITY may, from time to time, request changes in the scope of services of the CONSULTANT to be performed hereunder. Such changes, including any increase or decrease in the amount of CONSULTANT's compensation which are mutually agreed upon by and between the CITY and the CONSULTANT, shall be incorporated in written amendments to the CONTRACT. Further, if in the CONSULTANT's opinion, said changes involve work not included in the terms or scope of services of this CONTRACT, the CONSULTANT must notify the CITY in writing if it is believed that extra compensation or additional time allowance is warranted. Such notification shall include the justification for extra compensation and the estimated amount of additional fee requested. The CITY shall review the CONSULTANT's submittal and, if acceptable, will approve a change order as an amendment to this CONTRACT. Work under a change order shall not proceed until so authorized by the CITY. Such change orders shall include appropriate time extensions when warranted.

#### **SECTION XIV - PERSONNEL**

- A. The CONSULTANT represents that he has or will secure at his own expense all personnel required in performing the services under this CONTRACT. Such personnel shall not be employees of or have any contractual relationship with the CITY.
- B. All of the services required hereunder will be performed by the CONSULTANT or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.
- C. None of the work or services covered by this CONTRACT shall be subcontracted without the prior written approval of the CITY. All additional work or services that are subcontracted shall be specified by written contract or agreement and shall be subject to each provision of this CONTRACT. The CONSULTANT shall be as fully responsible to the CITY for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

#### **SECTION XV - ASSIGNABILITY**

The CONSULTANT shall not assign any interest in this CONTRACT and shall not transfer any interest in same (whether by assignment, notation or any other manner), without the prior written consent of the CITY. Provided, however, that claims for money due or to become due the CONSULTANT from the CITY under the CONTRACT may be assigned to a bank, trust company or other financial institution without such approval. Notices of any such assignment or transfer shall be furnished promptly to the CITY.

#### **SECTION XVI - RECORDS**

- A. ESTABLISHMENT AND MAINTENANCE OF RECORDS.  
Records shall be maintained in accordance with requirements prescribed by the CITY with respect to all matters covered by this CONTRACT. Except as otherwise authorized, such records shall be maintained for a period of three (3) years after receipt of the final payment under this CONTRACT.
- B. DOCUMENTATION OF COSTS.  
Record of all costs shall be maintained by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of other accounting documents pertaining in whole or in part to this CONTRACT and shall be clearly identified and readily accessible.

#### **SECTION XVII - REPORTS AND INFORMATION**

At such times and in such forms as CITY may require, there shall be furnished to CITY, at the CITY's expense, copies of such statements, records, reports, data and information as the CITY may

request pertaining to matters covered by this CONTRACT.

### **SECTION XVIII - AUDITS AND INSPECTIONS**

At any time during normal business hours and as often as the CITY, or if federal or state grants or aids are involved, as the appropriate federal or state agency, may deem necessary, there shall be made available to the CITY or such agency for examination, all of the CONSULTANT's records with respect to all matters covered by this CONTRACT and will permit the CITY or such agency and/or representative of the Comptroller General of the United States to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payroll, records of personnel, condition of employment and other data relating to all matters covered by this CONTRACT.

### **SECTION XIX - CONFLICT OF INTEREST**

- A. Interest in CONTRACT. No officer, employee or agent of the CITY who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this CONTRACT pertains, shall have any personal interest, direct or indirect, in this CONTRACT.
- B. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality who exercises any functions or responsibilities in the review or approval of the carrying out of this CONTRACT, shall have any personal interest, direct or indirect, in this CONTRACT.
- C. Interest of CONSULTANT and Employees. The CONSULTANT covenants that no person described in Sections XIX. A. and B. above who presently exercises any functions or responsibilities in connection with the CONTRACT has any personal financial interest, direct or indirect, in this CONTRACT. The CONSULTANT further covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of his services hereunder. The CONSULTANT further covenants that in the performance of this CONTRACT no person having any conflicting interest shall be employed.

### **SECTION XX - DISCRIMINATION PROHIBITED**

- A. In all hiring or employment made possible by or resulting from this CONTRACT there will not be any discrimination against any employee or applicant for employment because of race, color, sex orientation, religion, sex or national origin, and affirmative action will be taken to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sexual orientation, gender or national origin. This requirement shall apply to but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. There shall be posted in conspicuous places available to employees and applicants for employment, notices required or to be provided by federal or state agencies involved, setting forth the provisions of the clause. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard of

race, color, religion, sex orientation, sex or national origin.

- B. No person in the United States shall, on the grounds of race, color, religion, sexual orientation, gender or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this CONTRACT. The CITY and each employer will comply with all requirements imposed by or pursuant to the regulations of the appropriate federal agency effectuating Title VI of the Civil Rights Act of 1964.
- C. The CONSULTANT will cause the foregoing provisions of this section to be inserted in all subcontracts, if any, for any work covered by this CONTRACT so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw material.

#### **SECTION XXI - OWNERSHIP OF DOCUMENTS**

Upon completion or termination of this CONTRACT, all PROJECT CONTRACT documents shall be delivered to and become the property of the CITY. These record drawings and reports, etc., may be used without restriction by the CITY for any public purpose. Any such use or reuse of these documents outside the scope of the PROJECT shall be without compensation or liability to the CONSULTANT.

#### **SECTION XXII ESTIMATES**

The estimates of cost and material quantities for each project provided herein are to be prepared by the CONSULTANT through the exercise of their experience and judgement in applying presently available information. It is recognized that the CONSULTANT has no control over cost of construction, Contractor's labor, equipment and materials, or over competitive bidding procedures and market conditions of material quantities.

#### **SECTION XXIII DATA**

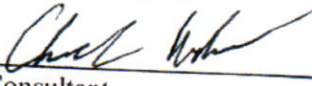
The CITY shall make available to the CONSULTANT all applicable existing technical data in the CITY's possession at the CITY HALL including maps, surveys, borings, and other information required by the ENGINEERS and relating to their work.

#### **SECTION XXIV ACCURACY OF INFORMATION**

The CONSULTANT shall indicate to the CITY the information needed for rendering services hereunder, as well as likely sources of this information, with such sources to include but not be limited to the CITY. The CONSULTANT and the CITY recognizes that it is impossible to assure the sufficiency or accuracy of information provided by responsible parties such as Diggers Hotline.

IN WITNESS WHEREOF, The parties hereto have had these presents duly executed in their respective names by their respective officers as of the date and year first above written.

In the Presence of

  
Consultant

Design Consultant 12/20/22  
Title Date

CITY OF NEW BERLIN

\_\_\_\_\_  
Mayor Date

This is to certify that provisions have been made to pay the expenses that will accrue under the Contract.

\_\_\_\_\_  
Treasurer/Comptroller Date

\_\_\_\_\_  
Clerk Date

Approved as to form this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
City Attorney Date

## **EXHIBIT A**

**REQUEST FOR QUOTE FOR PROFESSIONAL SERVICES**

## **ADDENDUM TO CITY OF NEW BERLIN CONTRACTS**

This Addendum is made and entered into and shall be considered an attachment to all contracts entered into by the City of New Berlin for so long as the City of New Berlin is subject to the U.S. Department of Treasury Restrictions, as well as other federal restrictions related to the City's receipt of Coronavirus Local Fiscal Recovery Funds. The following Terms and Conditions shall be included in each such agreement and are incorporated as though fully set forth in the original contract.

1. No City contractor or employee shall operate any machinery or vehicle while utilizing a smart phone, including, but not limited to, the use of any cellular phone or texting.
2. All City employees and contractors, while engaged in the performance of City business or acting consistent with the performance of services under a contract with the City shall utilize seatbelts and any other safety devices related to the operation of a motor vehicle.
3. City employees or contractors whose duties and responsibilities are funded through the Coronavirus State and Local Fiscal Recovery Funds agree that they will not engage in any lobbying activities while in the course of providing services on behalf of the City of New Berlin, as restricted under the Hatch Act, 5 USC Sec. 1501-1508. No funds appropriated under the Coronavirus State and Local Fiscal Recovery Act shall be utilized for lobbying, and no political payments shall be made through the use of said funds.
4. All City employees and contractors, while in the performance of duties on behalf of the City shall abide by all local, state and federal regulations concerning the ingestion of controlled substances and shall not violate such Statutes or Ordinances. The City shall enforce drug free workplace standards and provide awareness programs for Staff. The City shall further agree to take action regarding individuals using drugs in the workplace according to law.
5. All City employees and contractors, in the course of performing of their duties on behalf of the City, shall, to the extent applicable, comply with the provisions in Wisconsin Statute Sec. 19.59 regarding conflicts of interest, as well as City of New Berlin Municipal Code Chapter 28 regarding ethics. Specifically, no City employee or contractor shall accept or solicit money or tangible personal property or otherwise receive consideration in exchange for the agreement to enter into a contract with a third party.
6. City employees shall avoid the acquisition of unnecessary items or property on behalf of the City.
7. City employees shall, to the extent applicable, engage in value engineering as part of any construction work performed on behalf of the City.
8. Contracts shall only be awarded to responsible contractors with experience in performing the services being contracted for.

9. City contracts shall avoid compensating for contractor work performed on a time and material basis and, to the extent practicable, shall have fixed-price contracts.
10. The selection of a contractor by the City should be done in an atmosphere of open and honest competition.
11. In the course of public bidding involving the purchase of equipment, the City shall not specify only a brand name for the purpose of limiting potential contracting parties.
12. The City shall verify that any entity with which it is contracting has not been excluded for contracting pursuant to 2 CFR 180.



# PROPOSAL

**City of New Berlin**

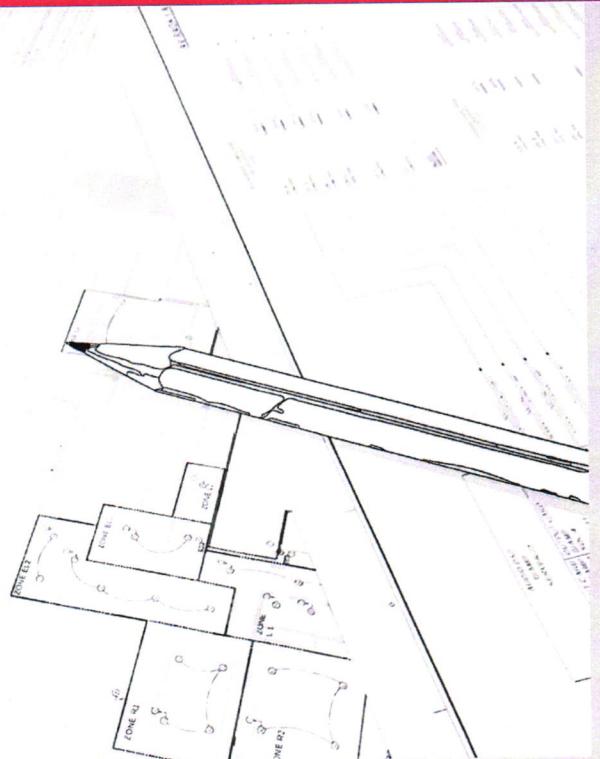
**NB Rec Center Expansion**

**DATE**

Wednesday, 14 December 2022

**PREPARED BY**

Chuck Wahlen  
Design Consultant



# Overview and Goals

**At Conference Technologies, Inc., we ensure our technology, processes, and people are the most knowledgeable and efficient resource to serve you as your solutions partner.**

Dan,

It was a pleasure to speak with you regarding your upcoming project. Thank you for the time to review your needs and identify your requirements. Based on our needs analysis we have developed a recommended solution for you. Conference Technologies, Inc. has the industry experience to create customized solutions to meet today's technology challenges. These solutions include consulting, design, implementation, and service.

Enclosed is a project proposal for your review and consideration that outlines scope, timelines, deliverables, and our support plan to care for your investment. After review I will contact you to discuss any questions you or your team may have about this solution. Our team is excited about the opportunity to provide you with a fantastic experience and making your project a success.

Sincerely,

Chuck Wahlen  
Design Consultant  
Conference Technologies, Inc.  
414-253-4003  
[Chuck.Wahlen@cti.com](mailto:Chuck.Wahlen@cti.com)

# Scope of Work

**Proposal Number:** J22120141

**Proposal Date:** 12/14/2022

**Prepared for:** City of New Berlin

**Attn:** Dan Hogan

**Phone:** (262) 797-2445 x2249

**Email:** dhogan@newberlin.org

**Prepared by:** Chuck Wahlen

**Phone:** 414-253-4003

**Email:** Chuck.Wahlen@cti.com

**Bill to:** City of New Berlin

**Ship to:** City of New Berlin

# Timeframe

To complete the work outlined in the project scope, we will need approximately 11 weeks from proposal acceptance. A project manager will be assigned to communicate with you at critical milestones. Upon notice to proceed, we will begin your project plan immediately.

| Phase                               | Week  |
|-------------------------------------|-------|
| Notice to Proceed & Project Kickoff | 1     |
| Engineering                         | 1-2   |
| Procurement                         | 1-8   |
| Programming & Rack Fabrication      | 9     |
| Onsite Installation                 | 10-11 |
| Commissioning & Training            | 11    |

# Your Investment

Below is the cost of this solution based on the outlined scope of work. If you have questions about the complete solution, please let us know how we can help align this investment with additional needs or changes in scope.

## Proposal Summary

| Description             | Price               |
|-------------------------|---------------------|
| Equipment               | \$70,461.90         |
| Implementation Services | \$47,902.33         |
| Subtotal                | \$118,364.23        |
| Tax                     | \$0.00              |
| <b>Grand Total</b>      | <b>\$118,364.23</b> |

## Recommended

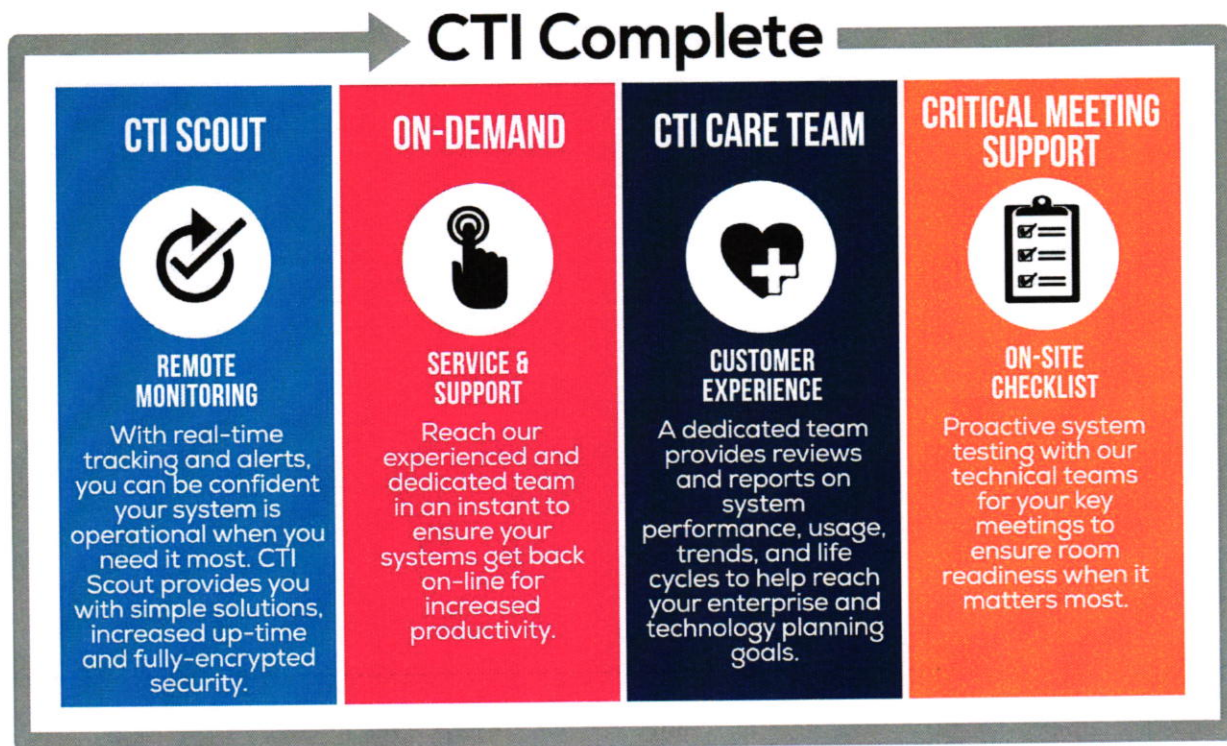
| Description                                       | Price       |
|---------------------------------------------------|-------------|
| 2 Additional Years CTI Complete Service Agreement | \$10,161.05 |
| 4 Additional Years CTI Complete Service Agreement | \$20,322.11 |

## Down Payment Requirements

Terms are 60/40 with approved credit. For orders that exceed ten thousand dollars; 60% to initiate order, 40% NET 30, or progress billing based on purchase agreement at time of order. Payments made by credit card are subject to a 3.0% fee.

# Why Us?

Our CTI Complete service is there for you 24/7 through our dedicated CTI Care customer experience team. Through on-site technical service, recommended programming upgrades, and quarterly reliability checks, your system is covered for the unexpected, as well as planned maintenance. Your teams will be trained to operate equipment with confidence. When critical meetings arise, we help ensure system performance with proactive system testing and an on-site checklist, so your systems will be ready when it matters most. Our managed services staff does more than diagnose and repair failures, they help plan for system life cycles.



# Bill of Materials

## Reception Area

| Manufacturer         | P/N          | Description                           | Qty | Unit Price | Ext. Price  |
|----------------------|--------------|---------------------------------------|-----|------------|-------------|
| General: \$24,649.45 |              |                                       |     |            |             |
| Samsung              | QE55T        | 55" commercial display                | 2   | \$878.05   | \$1,756.10  |
| Liberty              | DL-HDE100    | 100M HDMI EXTENDER SET                | 3   | \$339.20   | \$1,017.60  |
| CHIEF                | MTM1U        | Micro-Adjust Tilt Wall Mount Medium   | 2   | \$170.30   | \$340.60    |
| Liberty              | DL-HDM44A-H2 | HDMI 2.0 4:4 MATRIX SWITCH 18G        | 1   | \$686.38   | \$686.38    |
| Samsung              | VM55B-U      | 55" video wall display                | 9   | \$1,615.85 | \$14,542.65 |
| CHIEF                | LVSXU        | CONNEXSYS VIDEO WALL SYSTEM W/O RAILS | 9   | \$700.68   | \$6,306.12  |

# Bill of Materials

## Concession Area

| Manufacturer               | P/N     | Description                                                             | Qty | Unit Price | Ext. Price |
|----------------------------|---------|-------------------------------------------------------------------------|-----|------------|------------|
| <b>General: \$1,688.88</b> |         |                                                                         |     |            |            |
| SanDisk                    | SD Card | 128 gigabyte SD card                                                    | 1   | \$24.39    | \$24.39    |
| CHIEF                      | LTM1U   | Micro-Adjust Tilt Wall Mount<br>Large                                   | 1   | \$266.93   | \$266.93   |
| Samsung                    | QE65T   | 65" digital signage display                                             | 1   | \$1,037.80 | \$1,037.80 |
| Brightsign                 | HD224   | H.265, Full HD, mainstream<br>HTML5 player with standard<br>I/O package | 1   | \$359.76   | \$359.76   |

# Bill of Materials

## Fitness Studio

| Manufacturer               | P/N                 | Description                                                                                                                                                                                                                                                                                                 | Qty | Unit Price | Ext. Price |
|----------------------------|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------------|------------|
| <b>General: \$3,009.36</b> |                     |                                                                                                                                                                                                                                                                                                             |     |            |            |
| RADIO DESIGN LABS          | TX-TPR2A            | Active Two-Pair Receiver - Twisted Pair Format-A                                                                                                                                                                                                                                                            | 1   | \$95.23    | \$95.23    |
| RADIO DESIGN LABS          | D-BT1A              | Wall-Mounted Bluetooth® Audio Format-A Interface                                                                                                                                                                                                                                                            | 1   | \$331.17   | \$331.17   |
| Atlas                      | FAP42T              | 4" Coaxial In-Ceiling Speaker with 16-Watt 70/100V Transformer and Ported Enclosure                                                                                                                                                                                                                         | 8   | \$96.91    | \$775.28   |
| RADIO DESIGN LABS          | PS-24AS             | 24 Vdc Switching Power Supply, North American AC Plug, 500 mA, dc Plug                                                                                                                                                                                                                                      | 1   | \$27.80    | \$27.80    |
| Atlas                      | AA200PHD            | 6-Input, 200-Watt Mixer Amplifier with Automatic System Test (PHD)                                                                                                                                                                                                                                          | 1   | \$744.41   | \$744.41   |
| RADIO DESIGN LABS          | DS-TPS7A            | Passive Single-Pair Sender - Twisted Pair Format-A - Mini-Jack Input - Stainless                                                                                                                                                                                                                            | 1   | \$91.59    | \$91.59    |
| Sennheiser                 | ME 3                | Wireless headmic (cardioid, condenser), for SK 100/300/500/D1/AVX/SL with ew stereo jack, anthracite                                                                                                                                                                                                        | 2   | \$135.00   | \$270.00   |
| Sennheiser                 | EW-D ME3 SET (R4-9) | Digital wireless headmic set. Includes (1) EW-D EM digital 19 1/2" single channel receiver, (1) EW-D SK Digital bodypack transmitter, (1) new ME 3 headmic (cardioid, condenser), (1) NT 12-5 CW+ power supply with country adapters, (1) rack mount kit and AA batteries, frequency range: (552 - 608 MHz) | 1   | \$673.88   | \$673.88   |

# Bill of Materials

## Multipurpose Room

| Manufacturer               | P/N                 | Description                                                                                                                                                                                                                                                                                                 | Qty | Unit Price | Ext. Price |
|----------------------------|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------------|------------|
| <b>General: \$8,245.17</b> |                     |                                                                                                                                                                                                                                                                                                             |     |            |            |
| Atlas                      | FAP42T              | 4" Coaxial In-Ceiling Speaker with 16-Watt 70/100V Transformer and Ported Enclosure                                                                                                                                                                                                                         | 6   | \$96.91    | \$581.46   |
| Atlas                      | AA100PHD            | 4-Input, 100-Watt Mixer Amplifier with Automatic System Test (PHD)                                                                                                                                                                                                                                          | 1   | \$578.49   | \$578.49   |
| RADIO DESIGN LABS          | PS-24AS             | 24 Vdc Switching Power Supply, North American AC Plug, 500 mA, dc Plug                                                                                                                                                                                                                                      | 1   | \$27.80    | \$27.80    |
| RADIO DESIGN LABS          | D-BT1A              | Wall-Mounted Bluetooth® Audio Format-A Interface                                                                                                                                                                                                                                                            | 1   | \$331.17   | \$331.17   |
| RADIO DESIGN LABS          | TX-TPR2A            | Active Two-Pair Receiver - Twisted Pair Format-A                                                                                                                                                                                                                                                            | 1   | \$95.23    | \$95.23    |
| RADIO DESIGN LABS          | D-TPS7A             | Passive Single-Pair Sender - Twisted Pair Format-A - Mini-Jack Input                                                                                                                                                                                                                                        | 1   | \$88.19    | \$88.19    |
| C2G                        | 40719               | HDMI Audio De-Embedder Me                                                                                                                                                                                                                                                                                   | 2   | \$99.67    | \$199.34   |
| Samsung                    | QE75T               | 75" commercial display                                                                                                                                                                                                                                                                                      | 2   | \$2,362.50 | \$4,725.00 |
| Liberty                    | DL-HD12-H2          | DIGITALINX HDMI DA 1:2 4K 18G                                                                                                                                                                                                                                                                               | 1   | \$77.39    | \$77.39    |
| CHIEF                      | LTM1U               | Micro-Adjust Tilt Wall Mount Large                                                                                                                                                                                                                                                                          | 2   | \$273.60   | \$547.20   |
| Liberty                    | PC-G1790-E-P-B      | SG FP W/HDMI-BLACK ANODIZE                                                                                                                                                                                                                                                                                  | 2   | \$25.01    | \$50.02    |
| Sennheiser                 | ME 3                | Wireless headmic (cardioid, condenser), for SK 100/300/500/D1/AVX/SL with ew stereo jack, anthracite                                                                                                                                                                                                        | 2   | \$135.00   | \$270.00   |
| Sennheiser                 | EW-D ME3 SET (R4-9) | Digital wireless headmic set. Includes (1) EW-D EM digital 19 1/2" single channel receiver, (1) EW-D SK Digital bodypack transmitter, (1) new ME 3 headmic (cardioid, condenser), (1) NT 12-5 CW+ power supply with country adapters, (1) rack mount kit and AA batteries, frequency range: (552 - 608 MHz) | 1   | \$673.88   | \$673.88   |



# Bill of Materials

## Gymnasium

| Manufacturer         | P/N              | Description                                                                                                                                                                                                                                  | Qty | Unit Price | Ext. Price |
|----------------------|------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------------|------------|
| General: \$32,869.04 |                  |                                                                                                                                                                                                                                              |     |            |            |
| Atlas                | HPA2602          | Dual-Channel, 3200-Watt Commercial Amplifier                                                                                                                                                                                                 | 4   | \$1,644.96 | \$6,579.84 |
| RADIO DESIGN LABS    | D-TPS1A          | Active Single-Pair Sender - Twisted Pair Format-A - XLR mic input w phantom                                                                                                                                                                  | 4   | \$189.17   | \$756.68   |
| RADIO DESIGN LABS    | TX-TPR1A         | Active Single-Pair Receiver - Twisted Pair Format-A - balanced line output                                                                                                                                                                   | 4   | \$150.17   | \$600.68   |
| QSC                  | SLMST-110-P      | Q-SYS license for Microsoft Teams Room software features, enables both Q-SYS Scripting and UCI Deployment, perpetual                                                                                                                         | 1   | \$507.93   | \$507.93   |
| QSC                  | CORE110F-V2-NA   | Unified Core with 24 local audio I/O channels, 128x128 total network I/O channels with 8x8 Software-based Dante license included, USB AV bridging, dual LAN ports, POTS and VoIP telephony, no GPIO, 16 next-generation AEC processors, 1RU. | 1   | \$3,048.78 | \$3,048.78 |
| QSC                  | TSC-70-G3        | Q-SYS 7 PoE Touch Screen Controller for In-Wall Mounting. Color - Black only                                                                                                                                                                 | 1   | \$1,393.90 | \$1,393.90 |
| Atlas                | WMA16-23         | 16RU High Strength Wall Cabinet with Adjustable Rails, 23.5 inch Deep                                                                                                                                                                        | 1   | \$669.12   | \$669.12   |
| Atlas                | WMA-RR16         | WMA16-23 Rear Rack Rails                                                                                                                                                                                                                     | 1   | \$74.84    | \$74.84    |
| Atlas                | AP-S20           | 20A Power Conditioner and Distribution Unit                                                                                                                                                                                                  | 1   | \$147.39   | \$147.39   |
| DENON PROFESSIONAL   | DN-300BR         | Rackmount Bluetooth Receiver                                                                                                                                                                                                                 | 1   | \$168.29   | \$168.29   |
| Atlas                | 407-15           | Welded & Assembled Desk Top Cabinet - 7 RU (Shown with OPTIONAL front door)                                                                                                                                                                  | 1   | \$330.93   | \$330.93   |
| Atlas                | AP-S15A          | 15A Power Conditioner and Distribution Unit with IEC Power Cord                                                                                                                                                                              | 1   | \$111.37   | \$111.37   |
| ONE SYSTEMS          | M8.EYEBOL TKIT.M | 4 x M8 Eyebolts in 316 grade (marine) stainless steel for use with 108.HSB, 108.HTC, 108.HTH, 208.HTC and 108.STC                                                                                                                            | 20  | \$73.17    | \$1,463.40 |

|             |                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                              |    |          |             |
|-------------|---------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|----------|-------------|
| ONE SYSTEMS | 108.HTH                   | 8" two-way, high performance speaker with corrosion resistant, marine grade hardware. Superior direct weather protection. 200 watts continuous, 800 watts peak (115 dB/121 dB). 8 ohm or 70/100-volt operation - taps @ 150, 75 and 37.5 watts. Rotatable 60x40 horn (installed) and 105x60 horn (included). IP45, IP56 convertible. 316 stainless steel accessories optional.                                                                               | 20 | \$731.71 | \$14,634.20 |
| Netgear     | GS305EP-100NAS            | 5PT GE PLUS SWCH W/ POE+                                                                                                                                                                                                                                                                                                                                                                                                                                     | 1  | \$103.65 | \$103.65    |
| Liberty     | PC-G1300-E-S-B            | SG FP W/XLR FEMALE                                                                                                                                                                                                                                                                                                                                                                                                                                           | 1  | \$20.73  | \$20.73     |
| Liberty     | PC-G1240-E-P-C            | SG FP A/V 3 RCA                                                                                                                                                                                                                                                                                                                                                                                                                                              | 1  | \$19.26  | \$19.26     |
| JBL         | NCSM28-U-US               | 8 Input - 2 Output Mixer, Fanless, 1U Full-Rack, Mounting kit included                                                                                                                                                                                                                                                                                                                                                                                       | 1  | \$484.15 | \$484.15    |
| Sennheiser  | EW-D ME2/835-S SET (Q1-6) | Digital wireless lavalier/vocal combo set. Includes (1) EW-D EM digital 19 1/2" single channel receiver?, (1) EW-D SK digital bodypack transmitter, (1) new ME2 lavalier (omnidirectional, condenser), (1) EW-D SKM digital handheld transmitter with mute switch ?, (1) MMD 835 microphone module ?, (1) MZQ1 microphone clip ?, (1) NT 12-5 CW+ power supply with country adapters?, (1) rack mount kit and AA batteries, frequency range: (470 - 526 MHz) | 2  | \$876.95 | \$1,753.90  |

# Standard Disclaimer

Conference Technologies, Inc. provides for twelve (12) months of **CTI Complete** on all system purchases. Conference Technologies, Inc. warrants the system implemented is free from defects in material and workmanship, in accordance with the contract, drawings, specifications, alterations and additions thereto, for a period of twelve (12) months from the date of commencement of use, substantial completion, or date of notice of completion, whichever occurs first. This coverage does not protect against consumables, severe weather, and acts of God.

## Terms

Terms are NET 30 with approved credit. For orders that exceed ten thousand dollars; 60% to initiate order, 40% upon completion, or progress billing based on purchase agreement at time of order. Payments made by credit card are subject to a 3.0% fee.

All applicable taxes are the responsibility of the purchaser and will be added to the final invoice. Any cancelled orders or returns are subject to manufacturer acceptance; shipping and restocking fees may apply. This proposal is valid for fourteen (14) days.

## Installation Description and Requirements

Provided by Conference Technologies, Inc.: If installation is purchased, Conference Technologies, Inc. will install all A/V components. Conference Technologies, Inc. will also perform all programming, alignments, and end-user training. Conference Technologies, Inc. will provide A/V project management, and provide drawings as required. This install price assumes a Monday through Friday 8:00am to 5:00pm install time. Room availability must be in consecutive 8-hour blocks. Any required changes or rushes may affect the final price.

## Provided by Others

Electrical requirements are to be provided by others unless specifically included in Conference Technologies, Inc. Scope of Work.

## Statement

This system proposal is the property of Conference Technologies, Inc. and is delivered with the sole intent of being viewed by management of City of New Berlin for evaluation purposes only. This proposal or any part of this proposal is not to be presented to, or viewed by any other party, vendor or Conference Technologies, Inc. competitor without the written consent of Conference Technologies, Inc. Any effort to do so will be considered a violation of copyright law.

# Next Steps

- 1. Upon Notice to Proceed, Conference Technologies, Inc. will begin executing the project plan with an internal handoff of the project to our operations team.
- 2. If you have questions about the process as we move forward, please contact me at Chuck.Wahlen@cti.com or 414-253-4003.
- 3. You will be contacted by a Conference Technologies, Inc. Project Manager to schedule a project kickoff meeting to review the project scope and schedule.

| Total                    |  |
|--------------------------|--|
| J22120141 - \$118,364.23 |  |

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
CTI Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/4/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**  
J.W. Terrill, a Marsh & McLennan Agency LLC co  
825 Maryville Centre Drive  
Suite 200  
Chesterfield MO 63017

**CONTACT**  
**NAME:** Patti Monteith  
**PHONE**  
(A/C. No. Ext): 314-594-2617 **FAX**  
(A/C. No): 888-307-1561  
**E-MAIL**  
**ADDRESS:** patti.monteith@marshmma.com

**INSURER(S) AFFORDING COVERAGE****NAIC #****INSURER A :** Atlantic Specialty Insurance Company

27154

**INSURER B :** Hanover Insurance Company

22292

**INSURER C :****INSURER D :****INSURER E :****INSURER F :**

**INSURED**  
Conference Technologies, Inc.  
11687 Adie Road  
Maryland Heights, MO 63043

**COVERAGES****CERTIFICATE NUMBER:** 860141971**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                                                               | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                            |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER:                                                             |           |          | 7110140320009 | 7/31/2022               | 7/31/2023               | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| A        | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS<br><input checked="" type="checkbox"/> HCPD-120,000 <input checked="" type="checkbox"/> Ded-\$1,000 |           |          | 7110140320009 | 7/31/2022               | 7/31/2023               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                   |
| A        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000                                                                                                                                         |           |          | 7110140320009 | 7/31/2022               | 7/31/2023               | EACH OCCURRENCE \$ 10,000,000<br>AGGREGATE \$ 10,000,000<br>\$                                                                                                                                                                                    |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                    |           | N/A      | 4060410390010 | 7/31/2022               | 7/31/2023               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                         |
| B        | Crime                                                                                                                                                                                                                                                                                                                                                                                                           |           |          | LHKA44302307  | 7/31/2021               | 7/31/2023               | Ded-\$10,000 1,000,000                                                                                                                                                                                                                            |
| A        | Error & Omissions-CLMS Made                                                                                                                                                                                                                                                                                                                                                                                     |           |          | 7600101340005 | 7/31/2022               | 7/31/2023               | Ded-\$50,000 2,000,000/2000000                                                                                                                                                                                                                    |
| A        | Leased/Rented                                                                                                                                                                                                                                                                                                                                                                                                   |           |          | 7110140320009 | 7/31/2022               | 7/31/2023               | Ded-\$5,000 \$200,000                                                                                                                                                                                                                             |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Information Technology-\$2,000,000/\$2,000,000-Ded-\$50,000  
City of New Berlin is included as Additional Insured(s) for General Liability with respect to work performed by the Named Insured, if required by written contract, agreement or permit and subject to the provisions and limitations of the policy.

**CERTIFICATE HOLDER**

City of New Berlin  
3805 S Casper Dr  
New Berlin WI 53151

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

|                                                                                                                                |
|--------------------------------------------------------------------------------------------------------------------------------|
| <b>Name Of Additional Insured Person(s) or Organization(s):</b><br><br>Any Person or Organization as per written or agreement  |
| <b>Location And Description of Completed Operations</b><br><br>All work performed at all locations of the Additional Insureds. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations.                         |

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



## City of New Berlin

City of New Berlin ▪ 3805 S. Casper Drive ▪ New Berlin, Wisconsin 53151-0921 ▪ (262)786-8610 ▪ [www.newberlin.org](http://www.newberlin.org)

**DATE:** January 24, 2023

**TO:** Mayor Ament  
Common Council

**FROM:** Mayor Ament  
Melissa Beck, Human Resource Director  
Ralph Chipman, Director of Finance

### **REQUESTED ACTION:**

Recommendation to Council to approve the attached 2023 Salary Table effective 01/01/2023.

### **FISCAL IMPACT:**

The related salary range adjustments are accounted for in the 2023 approved operating budget.

### **RATIONALE:**

The attached 2023 Salary Grade Table reflects an increase to 2023 salary ranges for all non-represented staff:

- Salary Range 1 = 3% increase
- Salary Ranges 2 through 16 = 2% increase

Adjustments to the salary ranges allows the City to attract and retain a talented workforce.

### **ATTACHMENTS:**

2023 Non-represented Employee Salary Ranges 1 through 16

## 2023 Non-Represented Staff Salary Ranges

|    | Min        | Q1         | Midpoint   | Q3         | Maximum    |
|----|------------|------------|------------|------------|------------|
| 1  | 15.26      | 16.60      | 17.94      | 19.27      | 20.61      |
| 2  | 19.39      | 21.08      | 22.78      | 24.47      | 26.16      |
| 3  | 20.74      | 22.55      | 24.37      | 26.18      | 28.00      |
| 4  | 22.20      | 24.14      | 26.08      | 28.02      | 29.97      |
| 5  | 23.76      | 25.83      | 27.91      | 29.98      | 32.06      |
| 5  | 49,398.60  | 53,720.85  | 58,043.10  | 62,365.35  | 66,687.60  |
| 6  | 25.41      | 27.63      | 29.86      | 32.09      | 34.31      |
| 6  | 52,856.40  | 57,480.83  | 62,105.25  | 66,729.68  | 71,354.10  |
| 7  | 27.69      | 30.12      | 32.54      | 34.96      | 37.38      |
| 7  | 57,605.52  | 62,645.85  | 67,686.18  | 72,726.51  | 77,766.84  |
| 8  | 29.63      | 32.23      | 34.82      | 37.42      | 40.01      |
| 8  | 61,637.58  | 67,030.58  | 72,423.57  | 77,816.57  | 83,209.56  |
| 9  | 65,951.16  | 71,722.07  | 77,492.97  | 83,263.88  | 89,034.78  |
| 10 | 70,568.70  | 76,743.27  | 82,917.84  | 89,092.41  | 95,266.98  |
| 11 | 75,507.54  | 82,114.59  | 88,721.64  | 95,328.69  | 101,935.74 |
| 12 | 79,494.72  | 86,450.36  | 93,405.99  | 100,361.63 | 107,317.26 |
| 13 | 84,264.24  | 91,637.31  | 99,010.38  | 106,383.45 | 113,756.52 |
| 14 | 89,319.36  | 97,135.11  | 104,950.86 | 112,766.61 | 120,582.36 |
| 15 | 94,679.46  | 102,963.90 | 111,248.34 | 119,532.78 | 127,817.22 |
| 16 | 100,359.84 | 109,141.53 | 117,923.22 | 126,704.91 | 135,486.60 |



**REQUESTED ACTION STATEMENT**

**TO:** Mayor Dave Ament  
Common Council

**FROM:** Gregory Kessler, AICP – Director of Community Development *AKG / HK*

**RE:** Requested Action Statement for the approval of Resolution #: 23-1 for the application of a Wisconsin Economic Development Corporation (WEDC) Vibrant Spaces Grant.

**DATE:** January 20, 2023

**REQUESTED ACTION:** Requested Action Statement for the approval of Resolution #: 23-1 for the application of a Wisconsin Economic Development Corporation (WEDC) Vibrant Spaces Grant.

**FISCAL IMPACT:** The grant application would be for \$50,000 and would be used to purchase amenities for the Activity and Recreation Center's (ARC) outdoor playground area. These planned amenities include shade canopies, receptacles, tables and benches.

**SOURCE OF FUNDS:** The Activity and Recreation Center has already been funded through previous City CIP budgets. This grant would allow for the purchase of these amenities. These items are currently "not" budgeted for within the existing construction budget.

**RATIONALE / BACKGROUND:** The new Vibrant Spaces Grant, a pilot program within WEDC's Community Development Investment (CDI) Grant Program, is designed to assist with creating vibrant and engaging communities that make it easier to recruit and retain residents, sustain a robust labor force and enhance local quality of life. With the help of this grant, public gathering places will foster community connections and provide accessible locations for the programming and amenities local residents desire—with the additional benefit of boosting foot traffic for area businesses.

## HOW IT WORKS

Grants in amounts from \$25,000 to \$50,000 are available to help local communities develop and enhance public spaces. The application must come from the municipality, and only one application per municipality will be considered. (A Vibrant Spaces Grant application does not affect a community's broader eligibility for a CDI Grant.) In the FY23 competitive grant cycle, no more than 30 grants will be awarded. Applicants must agree to provide a 1:1 match of the grant amount.

## HOW TO QUALIFY

Competitive projects will:

- Incorporate multiple improvements within or associated with one public space
- Demonstrate community engagement and support via a community document/plan and/or via letters of support from public, private and civic partners
- Be ready to begin construction during 2023
- Increase the number and type of audiences using the space
- Create visible and lasting transformations that foster public activity

Grant Website:

<https://wedc.org/programs-and-resources/vibrant-spaces>

STATE OF WISCONSIN

WAUKESHA COUNTY

CITY OF NEW BERLIN

**RESOLUTION NUMBER 23-1**

**A Resolution Supporting Application for the Wisconsin Economic Development Corporation Vibrant Spaces Grant**

WHEREAS, the Wisconsin Development Corporation (WEDC) has available a Vibrant Spaces Grant to further place-making and economic development planning efforts in local communities; and

WHEREAS, the City of New Berlin is currently constructing a new Activity and Recreation Center (ARC) that will be open to the public; and

WHEREAS, the City of New Berlin wishes to develop an outdoor playground area in conjunction with the Activity and Recreation Center;

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of New Berlin does hereby authorize the application for the Vibrant Spaces Grant in an amount of \$50,000.

Passed and adopted by the Common Council this \_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED

---

Mayor Dave Ament

Countersigned/Certified:

---

Rubina Medina  
City Clerk



**REQUESTED ACTION STATEMENT**

**TO:** Mayor Dave Ament  
Common Council

**FROM:** Gregory Kessler, AICP – Director of Community Development 

**RE:** Requested Action Statement for the approval of a Professional Services Agreement to hire Perspective Design, Inc. for site & building evaluation, architectural and engineering services for the preparation of a DPW Campus, Hickory Grove and Community Center Long-Range Strategic Plan in an amount not to exceed \$121,470.

**DATE:** January 20, 2023

**REQUESTED ACTION:** Requested Action Statement for the approval of a Professional Services Agreement to hire Perspective Design, Inc. for site & building evaluation, architectural and engineering services for the preparation of a DPW Campus, Hickory Grove and Community Center Long-Range Strategic Plan in an amount not to exceed \$121,470.

**FISCAL IMPACT:** The funds to be used are 2023 approved CIP funds from Account:

1) 04052300-61605-C2023 Strategic Plan

Funds for this project were approved as part of the City's 2023 Capital Improvement (CIP) Budget. Per the Scopes of Services (attached) for Perspective Design, Inc. their combined cost estimate is \$121,470. Both Scope of Services are included and are dated September 15, 2022. Note, one Scope of Services is for the DPW Campus Strategic Plan (\$108,300) and the other is for the Hickory Grove and Community Center Plan (\$13,170). This RAS seeks to combine both into one approval with one Professional Services Agreement.

**SOURCE OF FUNDS:**

Account. #: 04052300-61605-C2023

Strategic Plan

**RATIONALE / BACKGROUND:** In summary, these strategic plans would analyze three municipal locations – the “DPW / Streets Campus,” Hickory Grove and the Community Center. The work that would be conducted under this plan for the “DPW Campus” would be to analyze the current building and site needs in order to co-locate the multiple divisions within DPW onto and into one location. This is the next step in the planning process now that the “cold storage” buildings have been completed allowing DPW to utilize the considerable extra storage space offsite for their equipment and/or vehicles.

As for Hickory Grove, this plan would:

- 1) Evaluate the existing building construction and potential on-going “value.”
- 2) Evaluate appropriateness of the existing mechanical systems related to future use.
- 3) Provide recommendations to the Mayor and Common Council regarding alterations for reuse of the building including building size & re-configuration and proposed new mechanical system integration.

As for the Community Center, the plan would:

- 1) Evaluate building for on-going usefulness.
- 2) Determine if there is a logical method for expansion.
- 3) Determine effect of deferred maintenance.
- 4) Recommend maintenance priorities.

This strategic plan would be for design and building evaluation services along with pre-construction management oversight of these services. Pre-construction management services will include work on preliminary budget development, plan review, scope definition, cost estimating, value-cost analysis and project schedule development.

**Locations:**

- 1) DPW / Streets Campus – 16550 W. National Avenue
- 2) Hickory Grove – 2600 S. Sunnyslope Road
- 3) Community Center – 14750 W. Cleveland Avenue

CONTRACT BETWEEN  
THE  
CITY OF NEW BERLIN  
AND  
PERSPECTIVE DESIGN, INC.  
FOR  
PROFESSIONAL ARCHITECTURAL and ENGINEERING SERVICES

This agreement, entered into this \_\_\_\_\_ day of January 2023, by and between the CITY of New Berlin (CITY) and Perspective Design, Inc. hereinafter known as the CONSULTANT;

**WITNESS THAT:**

WHEREAS, the CITY proposes the preparation of a DPW Campus, Hickory Grove and Community Center Long-Range Strategic Plan (PROJECT) described as follows:

The Project consists of Site / Building Evaluations & Recommendations and Streets / Parks / Facilities Master Plan Design (See Attached Scope of Services both dated September 15, 2022); and

WHEREAS, the CITY wishes to engage the services of a professional architectural and engineering consultant to provide building evaluation, surveying, preliminary civil engineering and preliminary architectural design as hereinafter set forth in the attached Scopes of Services (dated September 15, 2022); and

WHEREAS, the CONSULTANT represents itself as being capable, experienced and qualified to undertake and perform those certain services, hereinafter set forth, as are required in accomplishing fulfillment of the obligations under the terms and conditions of the contract as an independent entrepreneur and not as an employee of the CITY, and agrees to furnish such services as hereinafter described.

NOW, THEREFORE, the CITY AND CONSULTANT, in consideration of the premises and the mutual promises and understandings hereinafter contained, agree as follows:

**SECTION I - RETENTION OF SERVICES**

CITY hereby agrees to engage the CONSULTANT and the CONSULTANT hereby agrees to personally perform, as an independent consultant and not as an employee of the CITY, the services hereinafter set forth, all in accordance with the terms and conditions of this CONTRACT. The CONSULTANT agrees time is of the essence and will endeavor to meet all deadlines and any schedules as herein set forth.

The DEPARTMENT OF COMMUNITY DEVELOPMENT shall administer this CONTRACT specifically as related to work performed by the consultant. The DEPARTMENT OF COMMUNITY DEVELOPMENT will transmit all instructions, comments, and approvals to the CONSULTANT which the CONSULTANT shall be untitled to rely upon, and be the recipient of all submittals by the CONSULTANT. The word "CONSULTANT" means a person, or entity, including all employees, sub-consultants and other assigns, whether public or private, that enters into contract with the CITY.

## **SECTION II - REQUIREMENTS**

The CONSULTANT is required to:

- A. perform, do and carry out in a satisfactory, timely, and proper manner, the services delineated in this CONTRACT and Exhibit(s).
- B. comply with requirements listed with respect to reporting on progress of the services, additional approvals required, and other matters relating to the performance of the services.
- C. endeavor to comply with time schedules and payment terms.

## **SECTION III - SCOPE OF SERVICES**

### **A. GENERAL**

- (1) The work under this CONTRACT shall consist of performing those phases or portions of the building evaluation, architectural design and/or engineering for the Project necessary or incidental to accomplish the Project objectives and responsibilities that are specified in the attached CONSULTANT's Proposals (Exhibit B).
- (2) The CONSULTANT shall furnish all services and labor necessary to conduct and complete the work, and shall furnish all materials, equipment, supplies, and incidentals other than those which are hereinafter designated to be furnished by others.
- (3) The work under this CONTRACT shall at all times be subject to the approval of the DEPARTMENT OF COMMUNITY DEVELOPMENT.
- (4) The services under this CONTRACT shall be performed in accordance with generally accepted standards of the profession in the same location under similar circumstances.
- (5) The CONSULTANT shall from time to time during the progress of the work confer with the DEPARTMENT OF COMMUNITY DEVELOPMENT, and shall prepare and present such information as may be pertinent and necessary or as may be requested by the DEPARTMENT OF COMMUNITY DEVELOPMENT to enable him to pass judgment on the features of the work. The CONSULTANT shall make such changes, amendments, or revisions in the detail of the work as may be required by the DEPARTMENT OF COMMUNITY DEVELOPMENT as provided for in the CONSULTANT's Proposals. The DEPARTMENT OF COMMUNITY DEVELOPMENT reserves the right to select the alternative(s) to be pursued and may request additional alternatives be studied, subject to Section XIII - Change, if applicable.
- (6) The CONSULTANT shall do, perform, and carry out all of the tasks and obligations outlined in this CONSULTANT's two Proposals, both dated September 15, 2022, hereby referenced and incorporated into this CONTRACT as Exhibit B. In the

event of a conflict between the provisions of this CONTRACT and Exhibit B, the provisions of the CONTRACT shall govern. The CONSULTANT shall complete all the work under this CONTRACT without substantial change to the Project Team or the Project Approach as specified in the CONSULTANT's Proposals.

**B. WORK TASKS**

It is understood by the parties to the CONTRACT that the CONSULTANT's scope of services covered under this CONTRACT shall include those architectural design, engineering and related services contained in the attached Exhibit B, prepared by CONSULTANT.

**SECTION IV - SPECIFIC CONDITIONS OF PAYMENT**

- A. The CONSULTANT shall be compensated for the services as described in the CONSULTANT's Proposals (Exhibit B). It is expressly understood by the parties hereto that under no circumstances shall the total CONTRACT Price, including contingencies, exceed the Contract amount in the CONSULTANT's Proposals except as provided herein.
- B. **PROGRESS PAYMENTS.** The CONSULTANT shall submit invoices to the DEPARTMENT OF COMMUNITY DEVELOPMENT for partial payment of fees, from time to time during the progress of the work, but not more frequently than on a monthly basis. Such invoices shall cover payment to the CONSULTANT for work performed by the CONSULTANT on each individual work activity. Invoices shall show percentage of work on each activity and the amount of work completed. A brief progress report shall accompany each invoice. The DEPARTMENT OF COMMUNITY DEVELOPMENT will examine each such invoice, and if found to be acceptable according to the CONTRACT, payment shall be made. Final payment of the balance due the CONSULTANT for the completed project shall be made upon completion and acceptance of the work performed. The CITY shall pay the CONSULTANT's approved invoices within forty-five (45) days after invoice receipt. Where CITY reasonably disputes some portion of the charges contained in the CONSULTANT's bill for services, the CITY shall make prompt payment of that portion of the bill which is undisputed and shall notify the CONSULTANT in writing of the reason for its dispute.

**SECTION V - TIME OF PERFORMANCE**

- A. The services to be performed under the terms and conditions of the CONTRACT shall be in force and shall commence upon execution of the CONTRACT by the CONSULTANT and upon written notice from the DEPARTMENT OF COMMUNITY DEVELOPMENT to proceed. The work under this contract shall be undertaken and completed in such sequence as to assure its expeditious completion in light of the purposes of this CONTRACT.
- B. It is the intent of the CITY and the CONSULTANT that all of the services required to be performed hereunder by the CONSULTANT shall be finished by December 31, 2023. The following schedule shall be adhered to in order to meet said completion date:

The Contract for consultant services is expected to be signed by January 27, 2023. CONSULTANT shall commence work upon full execution of the Contract by the CITY. CONSULTANT is required to fully familiarize its Project Staff based on information provided by the CITY at previous meetings in 2022.

- C. In addition to all other remedies incurring to the CITY should the CONTRACT not be completed by the time frame specified in accordance with all of its terms, requirements and conditions therein set forth, the CONSULTANT shall continue to be obligated thereafter to fulfill CONSULTANT's responsibility to complete the scope of services and to execute any necessary amendments to this CONTRACT. Delays in completing the work within the time provided for completion as specified elsewhere in the CONTRACT, for reasons attributable to the CITY, may constitute justification for additional compensation to the extent of documentable increases in costs of labor, services or materials as a result thereof. Failure of the CONSULTANT to submit a formal written request for an extension of time prior to the expiration of the CONTRACT shall constitute a basis for denying any cost adjustments for reasons of such delay.
- D. **DELAYS**  
CONSULTANT shall not be liable for delays or failure to perform its Services caused directly or indirectly by circumstances beyond CONSULTANT's control, including but not limited to, acts of God, fire, flood, war, sabotage, accident, labor dispute, shortage, government action including regulatory requirements, changed conditions, delays resulting from actions or inactions of CITY or third parties not under control of CONSULTANT, site inaccessibility or inability of others to obtain materials, labor, equipment, or transportation. Should any of the above occur, then the date for completion of the services shall be adjusted for such delay, provided the CONSULTANT reports the delay to the CITY within a reasonable time of its discovery. The CITY shall reasonably determine whether or not the cause of delaying or not completing a duty or obligation is within the control of the CONSULTANT.
- E. **LIQUIDATED DAMAGES**

## **SECTION VI - CONDITIONS OF PERFORMANCE AND COMPENSATION**

- A. **PERFORMANCE.**  
The CONSULTANT agrees that the performance of CONSULTANT's work, services and the results therefrom, pursuant to the terms, conditions and agreements of this CONTRACT, shall conform to such recognized professional standards as are prevalent in this field of endeavor and like services in the same location under similar circumstances.
- B. **PLACE OF PERFORMANCE.**  
The CONSULTANT shall conduct CONSULTANT's services as required under the terms and conditions of this CONTRACT at such place or places as is necessary which will enable the CONSULTANT to fulfill CONSULTANT's obligation under this CONTRACT.
- C. **COMPENSATION.**  
CITY agrees to pay, subject to the contingencies herein, and the CONSULTANT agrees to accept for the satisfactory performance of the services under this CONTRACT the maximum fees as indicated in Section IV, inclusive of all expenses unless CONSULTANT notifies CITY and CITY approves of additional expenses in advance. All expenses for travel, meals and lodging and other reimbursable items are estimated in the CONSULTANT's proposals and will not be exceeded without advance notice and approval

by the CITY.

D. ADDITIONAL FRINGE OR EMPLOYEE BENEFITS.

The CONSULTANT shall not receive nor be eligible for any fringe benefits or any other benefits to which CITY salaried employees are entitled to or are receiving.

E. TAXES, SOCIAL SECURITY, INSURANCE & GOVERNMENT REPORTING.

Personal income tax payments, social security contributions, insurance and all other governmental reporting and contributions required as a consequence of the CONSULTANT receiving payment under this CONTRACT shall be the sole responsibility of the CONSULTANT. The CONSULTANT shall be required to carry insurance coverage of the type and with the minimum limits set forth below. The CONSULTANT shall be solely responsible to meet CONSULTANT insurance needs as specified below during the terms of this CONTRACT or any extension thereof.

General Liability:

|                                  |             |
|----------------------------------|-------------|
| General Aggregate                | \$4,000,000 |
| Personal/Advertising Injury      | \$2,000,000 |
| Each occurrence                  | \$2,000,000 |
| Fire Damage (Any One Fire)       | \$ 50,000   |
| Medical Expense (Any One Person) | \$ 5,000    |

Automobile Liability:

|     |             |
|-----|-------------|
| CSL | \$1,000,000 |
|-----|-------------|

Excess Liability:

Workers' Compensation and Employers' Liability

|                       |            |
|-----------------------|------------|
| Each Accident         | \$ 500,000 |
| Disease Policy Limit  | \$500,000  |
| Disease Each Employee | \$ 500,000 |

Professional liability:

|                      |             |
|----------------------|-------------|
| Aggregate/Occurrence | \$2,000,000 |
|----------------------|-------------|

A Policy Endorsement shall be signed by an authorized Principal of the Insurer and provided to the DEPARTMENT OF COMMUNITY DEVELOPMENT as evidence thereof naming the CITY as an additional insured (City is listed and identified as being insured in a "primary and noncontributory" basis) and showing the CONSULTANT is covered by the above required types and amount of insurance, providing for a thirty (30) day written notice to the CITY prior to change, termination or cancellation. Such notice provisions shall be stated in the unconditional affirmative. Phrases such as "shall endeavor to notify" are unacceptable and shall be rejected.

F. SUBCONTRACTING.

With the exception of surveying and preliminary civil engineering which will be provided by a sub-consultant to the CONSULTANT, the CONSULTANT shall not subcontract for

the performance of any of the services herein set forth without prior written approval obtained from the DEPARTMENT OF COMMUNITY DEVELOPMENT.

## **SECTION VII - METHOD OF PAYMENT**

The CITY agrees that subsequent to the full and complete performance of this CONTRACT, and satisfactory performance of the services as specified in Section II and Section III, to pay the amount or amounts as herein set forth. The conditions of payment are as follows: Compensation for services required under this CONTRACT shall be paid as partial payment of fees, from time to time during the progress of the work, but not more frequently than on a monthly basis, contingent upon each activity being reviewed for approval, and being approved for payment by the DEPARTMENT OF COMMUNITY DEVELOPMENT, as stipulated in Section IV.

## **SECTION VIII - INDEMNIFICATION**

The CONSULTANT shall indemnify and hold harmless the CITY and its agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the construction work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the CONSULTANT, a Sub-CONSULTANT and anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be constructed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph.

## **SECTION IX - REGULATIONS**

- A. The CONSULTANT agrees to endeavor to comply with all of the requirements of all federal, state and local laws as well as codes, specifications and requirements related to the performance of the work under this CONTRACT.
- B. Notwithstanding any other clause written herein, CONSULTANT understands and agrees that the CITY is a municipal entity and is therefore subject to the open records law of the State of Wisconsin. Wis. Stat. sec. 19.36(3) requires governmental entities to make available for inspection and copying any records produced or collected under a contract entered into by the municipal entity to the same extent as if the record were maintained by the municipality. Therefore, in the event there is a request for any of the documentation pertaining to this agreement, then CONSULTANT shall provide the information as requested and charge no more than the reasonable cost to prepare and copy said information.

## **SECTION X - FINAL SETTLEMENT**

The CONSULTANT shall notify the City in writing when the CONSULTANT has determined that the Services under this CONTRACT have been completed. Upon the CITY's subsequent determination that the Services have been satisfactorily completed, the CITY will provide written notification to the CONSULTANT acknowledging formal acceptance of the completed Services. Unless the CONTRACT has been terminated prior to the completion of the Services, the CONTRACT shall not be considered terminated upon completion and acceptance of the Services,

or upon final payment therefore, but shall be considered to be in full force and effect for the purposes of requiring the CONSULTANT to make revisions or corrections in the Services as are necessary to correct errors or omissions made by the CONSULTANT in the Services performed under Section III-A-5, or for the purposes of having the CONSULTANT make revisions in the Services at the request of the CITY as "Extra Services". The CONTRACT shall be considered terminated when the CITY's Construction Consultant's budget pricing can be completed without further revisions in the services, or the CONSULTANT is released prior to such time by written notice from the CITY, or if more than one (1) year has elapsed following formal written notification of final acceptance of the services by the CITY.

#### **SECTION XI - TERMINATION OF CONTRACT FOR CAUSE**

If, through any cause, the CONSULTANT shall fail to fulfill in timely and proper manner his obligations under this CONTRACT, or if the CONSULTANT shall violate any of the covenants, agreements or stipulations of the CONTRACT, the CITY shall thereupon have the right to terminate this CONTRACT by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, upon payment of any amounts properly due the CONSULTANT, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials related to the services prepared by the CONSULTANT under this CONTRACT shall, at the option of CITY, become the property of the CITY. Notwithstanding the above, the CONSULTANT shall not be relieved of liability to the CITY for damages sustained by the CITY, and CITY may withhold any payments to the CONSULTANT for the purpose of set off until such time as the exact amount of damages due to the CITY from the CONSULTANT is determined. If through no fault of the CONSULTANT, the CITY shall fail to fulfill in a timely and proper manner, its obligations under this CONTRACT, or if the CITY shall violate any of the covenants, agreements or stipulations of the CONTRACT, the CONSULTANT shall thereupon have the right to terminate this CONTRACT by giving written notice to the CITY of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

#### **SECTION XII - TERMINATION FOR CONVENIENCE OF THE CITY**

The CITY may terminate this CONTRACT at any time for any reason by giving at least ten (10) day notice in writing from the CITY to the CONSULTANT. If the Contract is terminated by the CITY as provided herein, the CONSULTANT will be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed bear to the total services of the CONSULTANT covered by this CONTRACT, less payments for such services as were previously made plus all reimbursed expenses payable under this CONTRACT. CONSULTANT shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination. If this CONTRACT is terminated due to the fault of the CONSULTANT, Section XI thereof, relative to termination, shall apply.

#### **SECTION XIII - CHANGES**

The CITY may, from time to time, request changes in the scope of services of the CONSULTANT to be performed hereunder. Such changes, including any increase or decrease in the amount of CONSULTANT's compensation which are mutually agreed upon by and between the CITY and the CONSULTANT, shall be incorporated in written amendments to the CONTRACT. Further, if in the CONSULTANT's opinion, said changes involve work not included in the terms or scope

of services of this CONTRACT, the CONSULTANT must notify the CITY in writing if it is believed that extra compensation or additional time allowance is warranted. Such notification shall include the justification for extra compensation and the estimated amount of additional fee requested. The CITY shall review the CONSULTANT's submittal and, if acceptable, will approve a change order as an amendment to this CONTRACT. Work under a change order shall not proceed until so authorized by the CITY. Such change orders shall include appropriate time extensions when warranted.

#### **SECTION XIV - PERSONNEL**

- A. The CONSULTANT represents that he has or will secure at his own expense all personnel required in performing the services under this CONTRACT. Such personnel shall not be employees of or have any contractual relationship with the CITY.
- B. All of the services required hereunder will be performed by the CONSULTANT or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.
- C. None of the work or services covered by this CONTRACT shall be subcontracted, except as provided by Section VI-F, without the prior written approval of the CITY. All additional work or services that are subcontracted shall be specified by written contract or agreement and shall be subject to each provision of this CONTRACT. The CONSULTANT shall be as fully responsible to the CITY for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

#### **SECTION XV - ASSIGNABILITY**

The CONSULTANT shall not assign any interest in this CONTRACT and shall not transfer any interest in same (whether by assignment, notation or any other manner), without the prior written consent of the CITY. Provided, however, that claims for money due or to become due the CONSULTANT from the CITY under the CONTRACT may be assigned to a bank, trust company or other financial institution without such approval. Notices of any such assignment or transfer shall be furnished promptly to the CITY.

#### **SECTION XVI - RECORDS**

- A. ESTABLISHMENT AND MAINTENANCE OF RECORDS.  
Records shall be maintained in accordance with reasonable requirements prescribed by the CITY with respect to all matters covered by this CONTRACT. Except as otherwise authorized, such records shall be maintained for a period of seven (7) years after receipt of the final payment under this CONTRACT.
- B. DOCUMENTATION OF COSTS.  
Record of all costs shall be maintained by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of other accounting documents pertaining in whole or in part to this CONTRACT and shall be clearly identified and readily accessible.

#### **SECTION XVII - REPORT AND INFORMATION**

At such times and in such forms as CITY may reasonably require, there shall be furnished to CITY, at the CITY's expense, copies of such statements, records, reports, data and information as the CITY may request pertaining to matters covered by this CONTRACT.

### **SECTION XVIII - AUDITS AND INSPECTIONS**

At any time during normal business hours and as often as the CITY, or if federal or state grants or aids are involved, as the appropriate federal or state agency, may deem necessary, there shall be made available to the CITY, at the CITY's expense, or such agency for examination, all of the CONSULTANT's records with respect to all matters covered by this CONTRACT and will permit the CITY or such agency and/or representative of the Comptroller General of the United States or State of Wisconsin to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payroll, records of personnel, condition of employment and other data relating to all matters covered by this CONTRACT.

### **SECTION XIX - CONFLICT OF INTEREST**

- A. Interest in CONTRACT. No officer, employee or agent of the CITY who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this CONTRACT pertains, shall have any personal interest, direct or indirect, in this CONTRACT.
- B. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality who exercises any functions or responsibilities in the review or approval of the carrying out of this CONTRACT, shall have any personal interest, direct or indirect, in this CONTRACT.
- C. Interest of CONSULTANT and Employees. The CONSULTANT covenants that no person described in Sections XIX. A. and B. above who presently exercises any functions or responsibilities in connection with the CONTRACT has any personal financial interest, direct or indirect, in this CONTRACT. The CONSULTANT further covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of his services hereunder. The CONSULTANT further covenants that in the performance of this CONTRACT no person having any conflicting interest shall be employed.

### **SECTION XX - DISCRIMINATION PROHIBITED**

- A. In all hiring or employment made possible by or resulting from this CONTRACT there will not be any discrimination against any employee or applicant for employment because of race, color, sexual orientation, religion, sex or national origin, and affirmative action will be taken to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sexual orientation, gender or national origin. This requirement shall apply to but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. There shall be posted in conspicuous places available to employees and applicants for employment, notices required or to be provided by federal or state agencies involved, setting forth the provisions of the clause. All solicitations or

advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard of race, color, religion, sexual orientation, sex or national origin.

- B. No person in the United States shall, on the grounds of race, color, religion, sexual orientation, gender or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this CONTRACT. The CITY and each employer will comply with all requirements imposed by or pursuant to the regulations of the appropriate federal agency effectuating Title VI of the Civil Rights Act of 1964.
- C. The CONSULTANT will cause the foregoing provisions of this section to be inserted in all subcontracts, if any, for any work covered by this CONTRACT so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw material.

### **SECTION XXI - OWNERSHIP OF DOCUMENTS**

Upon completion or termination of this CONTRACT, all PROJECT CONTRACT documents including an electronic file of computer aided record drawings and field inspection reports, shall be delivered to and become the property of the CITY. These record drawings and reports, etc., may be used without restriction by the CITY for any public purpose and to implement construction and use of the project. Any such use or reuse of these documents outside the scope of the PROJECT shall be without compensation or liability to the CONSULTANT, excepting for errors and omissions associated with the completed project services and documents performed under this CONTRACT.

### **SECTION XXII ESTIMATES**

The estimates of cost and material quantities for each project provided herein are to be prepared by the CITY's Construction Consultant through the exercise of their experience and judgement in applying presently available information. It is recognized that the CONSULTANT has no control over cost of construction, Contractor's labor, equipment and materials, or over competitive bidding procedures and market conditions of material quantities.

### **SECTION XXIII DATA**

The CITY shall make available to the CONSULTANT all applicable existing technical data in the CITY's possession at the CITY HALL including maps, surveys, borings, and other information required by the CONSULTANT and relating to their work. CONSULTANT shall be entitled to rely upon data received from the CITY.

### **SECTION XXIV ACCURACY OF INFORMATION**

The CONSULTANT shall indicate to the CITY the information needed for rendering services hereunder, as well as likely sources of this information, with such sources to include but not be limited to the CITY. The CONSULTANT and the CITY recognizes that it is impossible to assure the sufficiency or accuracy of information provided by responsible parties such as Diggers Hotline.

## **SECTION XXV OPEN RECORDS REQUIREMENTS**

Notwithstanding any other clause written herein, CONSULTANT understands and agrees that the CITY is a municipal entity and is therefore subject to the open records law of the State of Wisconsin. Wis. Stat. sec. 19.36(3) requires governmental entities to make available for inspection and copying any records produced or collected under a contract entered into by the municipal entity to the same extent as if the record were maintained by the municipality. Therefore, in the event there is a request for any of the documentation pertaining to this agreement, then CONSULTANT shall provide the information as requested and charge no more than the cost to copy said information.

IN WITNESS WHEREOF, The parties hereto have had these presents duly executed in their respective names by their respective officers as of the date and year first above written.  
In the Presence of

\_\_\_\_\_  
Consultant

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

CITY OF NEW BERLIN

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

This is to certify that provisions have been made to pay the expenses that will accrue under the Contract.

\_\_\_\_\_  
Treasurer/Comptroller

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

Approved as to form this \_\_\_\_ day of

\_\_\_\_\_, 2023.

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

## **EXHIBIT A**

**Intentionally left blank.**

## **EXHIBIT B**

**CONSULTANT'S PROPOSALS (BOTH DATED SEPTEMBER 15, 2022)**



## PERSPECTIVE DESIGN, INC.

11525 W. North Avenue  
Wauwatosa, WI 53226  
Tel (414) 302-1780 Fax (414) 302-1781

September 15, 2022

City of New Berlin  
Attn: Mr. Greg Kessler  
3805 S. Casper Drive  
Via e-mail: [gkessler@newberlin.org](mailto:gkessler@newberlin.org)

Project: Streets / Parks / Facilities – Master Plan Design  
Renovation, Addition and/or New Construction at “Streets Campus”  
16550 W National Ave, New Berlin, WI 53151

Dear Mr. Kessler,

Thank you for allowing Perspective Design, Inc. (PDI), RA Smith, Inc. (RAS) and Harwood Engineering Consultants, Ltd. (HECL) to present the following proposal for limited architectural and engineering services for the above referenced project.

### Background and Proposed Outcomes:

The City of New Berlin is interested in analyzing the impact and costs associated with consolidating three City departments onto one site in the City. The intent is to co-locate the Streets Department, Parks Department, and Facilities Department to the “Streets Campus,” which is located at 16550 W National Avenue.

Through prior research and analysis, the City previously concluded that the “Streets Campus” was likely too small to house all of the equipment and functions necessary for the co-location of these three departments. Therefore, the City recently completed construction of two “cold storage” buildings at the City’s recycling center property, so that materials and equipment could be stored remotely from the “Streets Campus” during the off-season of the subject equipment. It is our understanding that these “cold storage” buildings have reduced the demand for space on the “Streets Campus” to better facilitate the co-location of the aforementioned departments.

The purpose of this proposal is to re-focus attention on the “Streets Campus” to determine the optimal layout of buildings and facilities to continue the effort of co-locating the three departments mentioned above. This analysis will focus on determining the feasibility and practicality of reusing existing buildings and infrastructure, versus remodeling existing facilities, and/or replacement with new facilities. Our design team will work with City staff and the City’s Construction Management consultant, Moore Construction Services, to develop an appropriate development solution to address the agreed-upon needs of each department while providing guidance on the costs and scheduling issues associated with the future implementation of the recommended design solution.

The outcome of this analysis will produce a Master Plan for the “Streets Campus” developed by our design team, and a detailed scope, schedule and budget as developed through Moore Construction Services pre-development services.

The work included in this proposal is the beginning of the what will likely be a “multi-phased” implementation of the Master Plan over several years. The City has already completed the first phase of this effort through the, previously completed, departmental needs analysis studies and the recent construction of the “cold storage” buildings on the recycling center property. Following our Master Planning design work in this proposal, the remainder of this co-location effort will likely include several additional phases of actual construction. This future work will require future preparation of detailed construction documents and construction budgets, to be contracted for when each future phase is actually approved by the City Council. At the time this proposal is written, the number of future phases of construction is unknown, however, one of the goals of this effort will be to identify a recommended “sequence of phased construction” to manage disruption to the City departments and minimize any re-work of previous construction that may be necessary to achieve the co-location of the three City departments over multiple years.

Process:

The efficiencies achieved with the recent completion of the “cold storage” buildings is just beginning to be understood by the Streets Department and the full impact of that development work may not yet be fully realized. Therefore, a portion of this Master Plan process will be to work with the Director of Public Works, the Parks Supervisor, and the Facilities Supervisor, to revisit the space needs for each department at the “Streets Campus,” taking into account the relief that the “cold storage” buildings has already provided. The space needs analysis studies that were completed previously will be useful in understanding the current needs of each department; however, due to the passage of time, these needs will be reviewed and updated.

The process we will use to complete this Master Plan, will involve multiple tasks:

Task 1: We will meet with the three department-heads and outline the scope of this Master Planning project for them, so that everyone understands the goals and expectations of this effort. At that meeting each department-head will be provided with a “homework assignment” which will include, at a minimum, the following items:

- a. They will be asked to meet with any of their staff that they need to get input from regarding the current and future needs of their department.
- b. They will be asked to prepare a “seasonal list” of what equipment and materials can be stored at the “cold storage” buildings and what needs to be stored at the “Streets Campus” during both during on-season and off-season periods.
- c. They will be asked to prepare a list of employees and outline any space needs that those employees may require (enclosed office, cubicle, storage space, tool boxes, etc).
- d. Based on the information the department-heads gather above, they will be asked to assemble an “Architectural Program” of all the space needs for their entire department including their seasonal equipment storage

requirements, number and size of offices, number and size of cubicles, locker facilities, storage areas, special shop areas (maintenance bays, machine shop, salt storage, etc), toilet and bathing facilities, and any other spaces that they feel need to be accounted for in the new facility layout.

- e. They will also be asked to identify any areas in their individual “Architectural Programs” that could be a shared facility with the other two departments in an effort to prevent duplication of function. (e.g. can one breakroom be provided for the employees of all three departments?)
- f. Finally, they will be asked to identify any “adjacency” requirements within their department and between the three departments in an effort to provide efficiency between the departments. (e.g. is it important for the three department-heads to be located near each other in the same wing of the building or is it better from them to be separated?)

Task 2: While each department-head is assembling the information associated with their “homework assignment” mentioned above, the design team will prepare “existing conditions” drawings for the site (surveying) and for each of the buildings on the “Streets Campus” (including field measuring).

Task 3: We will then meet with each of the three department-heads a second time to receive and review the “homework” materials that they have assembled and get any clarifications that we need to understand their proposed needs.

Task 4: After reviewing and organizing the information received from the three department-heads, we will meet a third time with each department-head and tour their existing facility so that we can correlate their existing facilities with the list of needs they will have previously provided to us.

Task 5: We will then meet with the City’s administrative staff (Mayor, Council members, Community Development Manager, etc) to review the information that we receive from the three departments, so that the administrative staff can provide guidance and oversight on which facilities and spaces will be approved for implementation into the Master Plan drawings.

Task 6: If necessary, the City’s administrative staff will be offered time to meet with the department-heads to further understand and clarify the department requests.

Task 7: Perspective Design will then develop preliminary space plans and a preliminary site “layout” to accommodate the needs of each department as approved by the City’s administrative staff. During this period, PDI will coordinate with RAS on any site restrictions that may influence the building design and placement of the building(s) on the site. We will also draw upon Moore Construction for consultation on cost control considerations.

Task 8: Once a satisfactory space plan and site layout are prepared, we will schedule a meeting with all interested parties at the City to review the preliminary building and site layouts. Comments received from the City during this preliminary presentation will be implemented into the ongoing development of the Master Plan documents.

Task 9: The design team, including PDI, RAS, and HECL, will then complete preliminary design drawings and outline specifications (as appropriate) to communicate the design intent. These drawings will not be “construction documents” but will be prepared for use by Moore Construction for the completion of their work to scope, schedule and budget the proposed work.

Task 10: The Master Plan design documents will then be presented to all interested parties at the City and simultaneously delivered to Moore Construction for their use in completing their pre-construction consultation work.

Task 11: Once Moore Construction is complete with their pre-construction work, we will jointly present the final Master Plan concept, scope, schedule and budget to all interested parties at the City.

- Design Services

- Preliminary Design (PD) documents based on Client provided program, agreed upon schedule and approximate budget requirements.
  - We have included time to field measure existing building/site conditions.
    - We have budgeted for a current survey including topography and public utility information.
      - Client to provide a current title report with supporting documents. If requested, at an additional cost, we can order a title report for use by the surveyor.
      - If there are private utilities on the property, the Client will be responsible for identifying the location, type and size prior to surveying field work.
  - Prepare preliminary architectural site plan, floor plan, building elevation(s), and representative building sections.
  - Prepare preliminary site plan, mass grading plan, stormwater management concept and utility plan.
    - The City will need to assist in the preliminary design of the stormwater management concept so that we can utilize existing facilities to the fullest extent possible.
  - Prepare drawings and/or outline specifications for proposed mechanical, electrical, plumbing and fire protection systems.

- We have included a total of (8) Client meetings or conference calls to outline project scope and review initial design. Additional meetings will be billed as an Additional Service at our time and reimbursable rates.
- We have included one minor revision based on Client comments.
- Geotechnical investigation services are excluded.
  - We assume that a conventional, shallow foundation systems will be adequate for structural support.
- Landscape design is excluded.
- Structural engineering is excluded at this time.
- Environmental investigation and remediation services are excluded.
- We will provide documents to contractor for preliminary estimating.
- Design documents for use in gaining entitlement approvals (Plan Commission submittals, architectural review meetings, etc) are beyond the scope of this proposal.
  - Determining the building aesthetics and applying for necessary City design approvals will be handled at a later date.
  - 2D color elevations and 3D renderings are not included in this proposal.
  - Traffic impact study is excluded.
  - Signage design, approvals and permits are excluded.
- Construction Documents (CD) are beyond the scope of this proposal.
- Construction Procurement Services (Bidding & Negotiation) services are beyond the scope of this proposal.
  - Moore Construction Services will be providing scoping, schedule and budget pricing services to the City.
- Services During Construction (SDC) are beyond the scope of this proposal.
- Reimbursable expenses and consultant fees to be billed at cost plus eight percent (8%).
  - Transportation including mileage.
  - Government fees for securing approvals by jurisdiction authorities.
  - Reproduction, plots, postage, handling, and deliveries.
  - Overtime work, if requested by the Client.
  - Presentation documents (models, renderings, mock-ups) beyond those listed in this proposal, if requested by the Client.
  - Consultant services.

The scope of work and contract requirements for Consultant work listed in this proposal shall be governed by the Consultant’s proposal to Perspective Design. No other services are planned for this project. Services not specifically listed in this proposal are excluded. Peter Ogorek is the licensed architect that will directly supervise the staff working on this project. Changes in service or circumstances that affect the architectural service will be made with written agreement, including adjustment of schedule and compensation. Any Additional Services for architectural work required, above and beyond the services outlined above, will be billed on a time and reimbursable expense basis at a rate of \$125.00 per hour for Principals, \$105.00 per hour for Senior Project Managers, \$85.00 per hour for Project Managers and \$75.00 per hour for Project Assistants. Reimbursable expenses listed in this proposal are estimates only and are in addition to

our proposed fees. Any estimates included in this proposal for government fees are estimates for plan review fees only; permit fees are excluded.

- Exclusion summary:
  - Services not specifically defined in this proposal.
  - 2D color drawings and 3D renderings.
  - Environmental investigations.
  - Detailed utility engineering or utility plan and profile drawings.
  - Coordination meetings with WE Energies or telecom companies.
  - Traffic studies or construction details for driveway connections.
  - Landscape design.
  - Site lighting design or photometric.
  - Site or building signage.
  - Interior design or furniture, fixtures and equipment (FF&E).
  - Detailed millwork design or detailing.
  - Geotechnical investigation.
  - Structural engineering.
  - Written specification book.
  - Submittal to, or attendance at Zoning Approval meetings.
  - State plan reviews or building permit submittals.
  - Construction cost estimating.
  - Evaluation of contractor bids.
  - Value engineering to modify the design or drawings to adjust design based on cost estimates after release of drawings.
  - Services typically provided by design professionals during entitlement approvals, bidding, negotiation, and during construction.

**Service Fee Schedule:**

**We propose to provide these preliminary architectural services for a fixed fee (excluding reimbursables) of: Fifty-Five Thousand Dollars (\$55,000.00)**

**We propose to provide these surveying services for a fixed fee (excluding reimbursables) of: Eight Thousand One Hundred Dollars (\$8,100.00)**

**We propose to provide these preliminary civil engineering services for a fixed fee (excluding reimbursables) of: Twenty-One Thousand Fifty Dollars (\$21,050.00)**

**We propose to provide these preliminary mechanical, electrical, plumbing and fire protection (scope) services for a fixed fee (excluding reimbursables) as follows:**

**Mechanical design: Nine Thousand Seven Hundred Fifty Dollars (\$9,750.00)**

**Electrical design: Eight Thousand Six Hundred Fifty Dollars (\$8,650.00)**

**Plumbing design: Three Thousand Seven Hundred Fifty Dollars (\$3,750.00)**

**Fire Protection design: Eight Hundred Dollars (\$800.00)**

**We estimate our reimbursable expenses to be approximately:**

**One Thousand Two Hundred Dollars (\$1,200.00)** (Excluding government review fees)

This proposal is held open for your consideration for a period of 30 days after which it shall be null and void. If necessary, Perspective Design would appreciate meeting with you to further discuss this proposal. If you find this proposal acceptable, please sign and return a copy for our records. We assume that the person executing this agreement is either the Owner or the Owner's Representative.

Sincerely,

Peter Ogorek  
President  
11525 W. North Avenue  
Wauwatosa, WI 53226  
Tele: (414) 302-1780  
Fax: (414) 302-1781

Accepted by:

Signature

Printed Name

Date

See attachment for Standard Contract Terms for Professional Services.

## Standard Contract Terms for Professional Services – copyright 2022

This document has important legal consequences, consult with an attorney. The Client shall provide and keep up-to-date the following Project parameters: objective or use, physical parameters, program, legal parameters, financial parameters including overall budget for the Project, proposed procurement or delivery method for the Project and any other parameters provided to Architect. The Client shall provide the following Project team information: the Client's Designated Representative, persons or entities who are required to review the Architect's submittal to the Client and Client's other consultants and contractors. The Client and Architect may reasonably rely upon the information contained above in determining the Architect's compensation. The Client shall provide all information and render decisions in a timely manner. The Client shall procure the services of all consultants, including engineering, legal, insurance and accounting as necessary to complete the Project. The Architect is entitled to rely upon the accuracy and completeness of the information provided by the Client or the Client's consultants. The Client shall promptly notify the Architect of any inconsistencies in the documents.

This Agreement shall be governed by the laws of the State of Wisconsin and the County of Milwaukee. Definitions for terms in this Agreement shall be as defined by the current edition of the AIA Document A201 except that in this Agreement, the term Architect shall mean the Architect and any Consultants providing services under the Architect's contract with the Client. The Architect may have interest in other entities performing services for this Project. Architect will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in the same location under similar circumstances and for similar fees. In no event shall the statutes of limitations or repose commence to run any later than the date when the end-user begins to occupy the project or 30 days after Architect's final invoice whichever occurs first, the date of which shall be considered the completion of the Architect's service. The Client and Architect bind themselves, their partners, successors, assigns and legal representatives to the other party of this Agreement. The Client and Architect have agreed to the scope of services covered by this Agreement and any services not specifically identified in the Agreement are excluded. Architect's services rendered under this Agreement are being performed solely for the Client's benefit and no other party or entity shall have right to any claim against the Architect due to this Agreement. The Architect shall have no responsibility or liability for environmental conditions or hazardous materials related to this Project, including but not limited to mold, lead, PCB's and asbestos. The Architect shall have no obligation to inspect the work of any contractor or subcontractor and shall have no control or right of control over and shall not be responsible for the construction quality, means, methods, techniques, sequences, equipment or procedures of construction (including temporary bracing) or for safety precautions and programs in connection with the construction. The Architect is not a contractor and has no control over the cost of materials, equipment and labor necessary to complete the project; for this reason, the Architect does not warrant or represent that any estimates provided for the cost of the project will be accurate – any estimates provided shall not be relied upon by the Client. Also, the Architect shall have no obligation for any delays, defects or deficiencies or other acts or omissions of any contractor(s), subcontractor(s) or material supplier(s), or for the failure of any of them to carry out the construction in accordance with applicable laws or the contract documents, including the plans & specifications.

All documents prepared by the Architect (including electronic documents) are Instruments of Service for the sole use on this Project. The Architect is deemed the author, creator and owner of the Instruments of Service and retains all common law, statutory and other reserved rights to these documents including copyrights. Upon prompt payment of all sums due, the Architect may grant a one-time, non-transferable license to the Client for use of the Instruments of Service for this Project. If the Agreement between the Client and Architect is terminated the license to use the Instruments of Service shall be terminated and Client shall promptly return all Instruments of Service to the Architect. The Client shall not use the Instruments of Service for additions or alterations to this Project or for completion of this Project by others or on other Projects. Any unauthorized use of the Instruments of Service or use without the participation of the Architect is at the Client's sole risk and without liability to the Architect.

The scope of any review or other action taken by the Architect or their Consultants with respect to any contractor or supplier submittal, such as shop drawings, shall be for the limited purpose of determining if the submission generally conforms with the overall design intent of the work, but not for purposes of determining accuracy, completeness or other details such as dimensioning, quantities, or for substantiating applicability, instructions or performance of materials, equipment or systems. The Architect shall not be liable or responsible for any error, omission, defect or deficiency in any contractor or supplier submittal. The installing contractor or material supplier is responsible for determining that the material being installed is suitable for the application and the contractor is also responsible to install all products or materials per the manufacturer's recommendations, guidelines and instructions.

Changes to this Agreement shall be accomplished by a mutually agreeable, written change and shall not invalidate the original Agreement. The following items will require a written change: change in previous instruction or approval of the Client, enactment or revision of codes, laws, regulations or in interpretation of

them, Client's failure to act in a timely manner, failure on the part of the Client's consultants or contractors, Architect's participation in dispute resolution or legal proceedings that the Architect is not a party.

Any disputes or claims shall be subject to Mediation as a condition precedent to Arbitration. Any disputes or claims unresolved by Mediation shall be subject to final and binding Arbitration. Demand for Mediation or Arbitration shall be made in a timely manner, but in no event shall a claim be made more than 10 years after the completion date of the Architect's service, and shall not include any additional individual or entity not a party to this Agreement unless agreed to by Architect. Mediation and/or Arbitration shall be administered by a mutually agreed upon Mediator or Arbitrator and will be conducted by rules agreeable to all parties to this Agreement. If Client and Architect fail to agree, then the Arbitrator and rules shall be governed by the rules of the American Arbitration Association. Client and Architect agree to equally share all Mediation and Arbitration fees. Any and all legal fees for each party will be the responsibility of each respective party. Pending Mediation or Arbitration shall not limit in any way the right for the Architect or their Consultant(s) to file lien notices or liens by the required deadlines. In the event of any dispute, Client agrees to make claim solely against the Architect's business entity and not against any owner, principal or employee of the business entity. Waiver of Consequential Damages - the Client and Architect waive all consequential damages arising out of claims or disputes relating to this Agreement. Waiver of Subrogation - the Client and Architect waive all rights against each other for losses and damages covered by insurance.

If Client or any other party are required by contract or otherwise afforded Additionally Insured coverage under Architect's insurance, the Architect shall only be liable to Client or any other party for losses caused in whole or substantially in part by Architect's professional acts or omissions. Architect shall not be liable for any claims that is not covered by Architect's insurance policies.

The Client agrees to limit Architect's (including Architect's Consultants) total liability to the Client, other Consultants, Contractors and Subcontractors on the Project and any other party, due to Architect's or their Consultants' professional negligent acts, errors, omissions, strict liability, breach of contract, or breach of warranty and for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement from any cause or causes, such that the total aggregate liability of Architect or Architect's Consultants to any party shall not exceed Ten Thousand Dollars (\$10,000.00) or the Architect's total fee for services rendered under this Agreement, whichever is greater.

The Architect may suspend services and seek adjustment of the Contract Sum and Completion Date for failure of the Client or Client's Representatives to respond in a timely manner or for Client's failure to make timely payment. Upon seven days' written notice, the Architect may terminate services for the Client's failure to make timely payments. If the Project is suspended for more than 30 days, the Contract Sum and Completion Date shall be equitably adjusted. If the Project has been suspended for more than 90 days, upon seven days' written notice, the Architect may terminate this Agreement. Upon seven days' written notice, either party may terminate this Agreement for convenience without cause. If the Client suspends or terminates this Agreement for any reason, the Client shall compensate the Architect for the services performed (including reimbursable expenses and profit) to the date of suspension or termination.

Payments are due within 7 days of date of Architect's invoice or statement. Amounts outstanding after 15 days will be subject to 1% (12% annual) interest to accrue monthly. Reimbursable expenses will be billed at cost plus eight percent (8%). Third party costs (consultants, etc.) will be billed at cost plus eight percent (8%). For time and expense or cost-plus agreements, our fee schedule is \$125.00 per hour for Principals, \$105.00 per hour for Senior Project Managers \$85.00 per hour for Project Managers and \$75.00 per hour for Project Assistants, which includes direct personnel expenses and profit. Client agrees to pay Architect for all expenses incurred, including attorney's fees, for recovery of unpaid balances.

This Agreement constitutes the entire agreement between the parties, all prior oral or written agreements and negotiations and other representations are superseded by this Agreement. Client and Architect consent that this document represents a "meeting of the minds" with relation to this Agreement. If another agreement form is used, including any AIA Standard Agreement, these Standard Contract Terms shall become a part of that agreement by this reference. In the event of another agreement between the Client and Architect, conflicts shall be resolved in favor of this Agreement. In the event that any term, provision or condition of this Agreement is unenforceable under the law, the balance of the Agreement shall remain in full force and affect.

As required by Wisconsin Lien Law, Architect hereby notifies the Client that persons or companies furnishing labor for design or observation of the construction on Owner's land, may have lien rights on Owner's land and building if not paid. Those entitled to lien rights, in addition to the Architect are those who give Client and/or Owner notice within 60 days after they furnish labor or material for the design or construction. Accordingly, Client and/or Owner will likely receive notices from those who furnish labor or materials for the Project and Client must provide a copy of each notice received to the Owner and mortgage lender, if any. If Client is not the property owner, it is Client's responsibility, on behalf of the Architect, to promptly notify the Owner of these lien rights. Architect agrees to cooperate with the Client and the Client's lender, if any, to see that all potential lien claimants are duly paid, if applicable.



City of New Berlin  
Attn: Mr. Greg Kessler  
3805 S. Casper Drive  
New Berlin, WI 53151  
Via e-mail: [gkessler@newberlin.org](mailto:gkessler@newberlin.org)

- Scope of Project
  - Hickory Grove:
    - Evaluate the existing building construction and potential on-going “value.”
    - Evaluate appropriateness of the existing mechanical systems related to future use.
    - Recommendation for alterations for reuse of building.
      - Proposed new building size and configuration.
      - Proposed new mechanical system integration.
  - Community Center:
    - Evaluate building for on-going usefulness.
    - Determine if there is a logical method for expansion.
    - Determine effect of deferred maintenance.
    - Recommend maintenance priorities.
- Hickory Grove Design Services:
  - Preliminary Design (PD) documents based on Client provided program, agreed upon schedule and approximate budget requirements.
    - We have included time to field measure existing building conditions.
      - We will utilize existing building drawings, supplemented with field measurements as necessary, to produce existing condition drawings.
      - We will utilize aerial photographs, as available via the internet, to prepare any site diagrams.
    - Tour existing building to determine conditions.
    - Prepare preliminary architectural site plan, floor plans and exterior elevations to reflect the proposed alterations to the building.

- Consult with City's Construction Management consultant, Moore Construction Services, to assist them with their budget estimate.
  - Excludes all other consultant designs, approvals and fees (survey, civil, landscape, structural, mechanical, electrical, plumbing, and fire protection designs). Architectural documents will provide scoping information for these systems as necessary for preliminary pricing.
  - We have included a total of (4) Client meetings or conference calls to outline project scope and review initial design. Additional meetings will be billed as an Additional Service at our time and reimbursable rates.
  - We have included one minor revision based on Client comments.
  - Provide drawings to contractor for preliminary estimating.
- Design documents for use in gaining entitlement approvals (Plan Commission submittals, architectural review meetings, etc) are beyond the scope of this proposal
  - Surveying, civil engineering, and landscape design are excluded.
  - Site lighting photometric is excluded.
  - 2D color elevations and 3D renderings are excluded.
  - Preparation of a storm water management plan is excluded.
  - Traffic impact study is excluded.
  - Exterior signage design, approvals and permits are excluded.
  - Environmental investigation and remediation services are excluded.
- Construction Documents (CD), bidding and negotiating, and Services During Construction (SDC) are beyond the scope of this proposal.
  - A geotechnical investigation is not necessary for this scope of work.
- Community Center Design Services:
  - Facility evaluation services based on Client provided program, agreed upon schedule and approximate budget requirements.
    - We have not included time to field measure existing building or site conditions.
      - We will not be providing any drawings for the Community Center evaluation.
    - Tour existing building to determine conditions.
    - In conjunction with the City's Construction Management consultant, Moore Construction Services, we will prepare a short report that will outline our findings for continued use and recommended maintenance.
    - We have included a total of (3) Client meetings or conference calls to outline project scope and review initial design. Additional meetings will be billed as an Additional Service at our time and reimbursable rates.
    - We have included one minor revision based on Client comments.
    - Environmental investigation and remediation services are excluded.
    - Coordinate with City's Construction Management consultant to assist subcontractors with building system condition reports and recommended maintenance preliminary estimating.
  - Construction Documents (CD), bidding and negotiating, and Services During Construction (SDC) are beyond the scope of this proposal.

- Reimbursable expenses and consultant fees to be billed at cost plus eight percent (8%).
  - Transportation including mileage.
  - Government fees for securing approvals by jurisdiction authorities.
  - Reproduction, plots, postage, handling, and deliveries.
  - Overtime work, if requested by the Client.
  - Presentation documents (models, renderings, mock-ups) beyond those listed in this proposal, if requested by the Client.
  - Consultant services.

No other services are planned for this project. Services not specifically listed in this proposal are excluded. Peter Ogorek is the licensed architect that will directly supervise the staff working on this project. Changes in service or circumstances that affect the architectural service will be made with written agreement, including adjustment of schedule and compensation. Any Additional Services for architectural work required, above and beyond the services outlined above, will be billed on a time and reimbursable expense basis at a rate of \$125.00 per hour for Principals, \$105.00 per hour for Senior Project Managers, \$85.00 per hour for Project Managers and \$75.00 per hour for Project Assistants. Reimbursable expenses listed in this proposal are estimates only and are in addition to our proposed fees. Any estimates included in this proposal for government fees are estimates for plan review fees only; permit fees are excluded.

**Service Fee Schedule:**

**Hickory Grove:**

**We propose to provide these architectural services for a fixed fee (excluding reimbursables) of: Eight Thousand Five Hundred Dollars (\$8,500.00)**

**Community Center:**

**We propose to provide these architectural services for a fixed fee (excluding reimbursables) of: Four Thousand Four Hundred Twenty Dollars (\$4,420.00)**

**We estimate our architectural reimbursable expenses to be approximately:**

**Two Hundred Fifty Dollars (\$250.00)** (Excluding government review fees)

This proposal is held open for your consideration for a period of 30 days after which it shall be null and void. If necessary, Perspective Design would appreciate meeting with you to further discuss this proposal. If you find this proposal acceptable, please sign and return a copy for our records. We assume that the person executing this agreement is either the Owner or the Owner's Representative.

Sincerely,

Peter Ogorek  
President  
11525 W. North Avenue  
Wauwatosa, WI 53226  
Tele: (414) 302-1780  
Fax: (414) 302-1781

Accepted by:

Signature

Printed Name

Date

See attachment for Standard Contract Terms for Professional Services.

## Standard Contract Terms for Professional Services – copyright 2022

This document has important legal consequences, consult with an attorney. The Client shall provide and keep up-to-date the following Project parameters: objective or use, physical parameters, program, legal parameters, financial parameters including overall budget for the Project, proposed procurement or delivery method for the Project and any other parameters provided to Architect. The Client shall provide the following Project team information: the Client's Designated Representative, persons or entities who are required to review the Architect's submittal to the Client and Client's other consultants and contractors. The Client and Architect may reasonably rely upon the information contained above in determining the Architect's compensation. The Client shall provide all information and render decisions in a timely manner. The Client shall procure the services of all consultants, including engineering, legal, insurance and accounting as necessary to complete the Project. The Architect is entitled to rely upon the accuracy and completeness of the information provided by the Client or the Client's consultants. The Client shall promptly notify the Architect of any inconsistencies in the documents.

This Agreement shall be governed by the laws of the State of Wisconsin and the County of Milwaukee. Definitions for terms in this Agreement shall be as defined by the current edition of the AIA Document A201 except that in this Agreement, the term Architect shall mean the Architect and any Consultants providing services under the Architect's contract with the Client. The Architect may have interest in other entities performing services for this Project. Architect will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in the same location under similar circumstances and for similar fees. In no event shall the statutes of limitations or repose commence to run any later than the date when the end-user begins to occupy the project or 30 days after Architect's final invoice whichever occurs first, the date of which shall be considered the completion of the Architect's service. The Client and Architect bind themselves, their partners, successors, assigns and legal representatives to the other party of this Agreement. The Client and Architect have agreed to the scope of services covered by this Agreement and any services not specifically identified in the Agreement are excluded. Architect's services rendered under this Agreement are being performed solely for the Client's benefit and no other party or entity shall have right to any claim against the Architect due to this Agreement. The Architect shall have no responsibility or liability for environmental conditions or hazardous materials related to this Project, including but not limited to mold, lead, PCB's and asbestos. The Architect shall have no obligation to inspect the work of any contractor or subcontractor and shall have no control or right of control over and shall not be responsible for the construction quality, means, methods, techniques, sequences, equipment or procedures of construction (including temporary bracing) or for safety precautions and programs in connection with the construction. The Architect is not a contractor and has no control over the cost of materials, equipment and labor necessary to complete the project; for this reason, the Architect does not warrant or represent that any estimates provided for the cost of the project will be accurate – any estimates provided shall not be relied upon by the Client. Also, the Architect shall have no obligation for any delays, defects or deficiencies or other acts or omissions of any contractor(s), subcontractor(s) or material supplier(s), or for the failure of any of them to carry out the construction in accordance with applicable laws or the contract documents, including the plans & specifications.

All documents prepared by the Architect (including electronic documents) are Instruments of Service for the sole use on this Project. The Architect is deemed the author, creator and owner of the Instruments of Service and retains all common law, statutory and other reserved rights to these documents including copyrights. Upon prompt payment of all sums due, the Architect may grant a one-time, non-transferable license to the Client for use of the Instruments of Service for this Project. If the Agreement between the Client and Architect is terminated the license to use the Instruments of Service shall be terminated and Client shall promptly return all Instruments of Service to the Architect. The Client shall not use the Instruments of Service for additions or alterations to this Project or for completion of this Project by others or on other Projects. Any unauthorized use of the Instruments of Service or use without the participation of the Architect is at the Client's sole risk and without liability to the Architect.

The scope of any review or other action taken by the Architect or their Consultants with respect to any contractor or supplier submittal, such as shop drawings, shall be for the limited purpose of determining if the submission generally conforms with the overall design intent of the work, but not for purposes of determining accuracy, completeness or other details such as dimensioning, quantities, or for substantiating applicability, instructions or performance of materials, equipment or systems. The Architect shall not be liable or responsible for any error, omission, defect or deficiency in any contractor or supplier submittal. The installing contractor or material supplier is responsible for determining that the material being installed is suitable for the application and the contractor is also responsible to install all products or materials per the manufacturer's recommendations, guidelines and instructions.

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them, Client's failure to act in a timely manner, failure on the part of the Client's consultants or contractors, Architect's participation in dispute resolution or legal proceedings that the Architect is not a party.

Any disputes or claims shall be subject to Mediation as a condition precedent to Arbitration. Any disputes or claims unresolved by Mediation shall be subject to final and binding Arbitration. Demand for Mediation or Arbitration shall be made in a timely manner, but in no event shall a claim be made more than 10 years after the completion date of the Architect's service, and shall not include any additional individual or entity not a party to this Agreement unless agreed to by Architect. Mediation and/or Arbitration shall be administered by a mutually agreed upon Mediator or Arbitrator and will be conducted by rules agreeable to all parties to this Agreement. If Client and Architect fail to agree, then the Arbitrator and rules shall be governed by the rules of the American Arbitration Association. Client and Architect agree to equally share all Mediation and Arbitration fees. Any and all legal fees for each party will be the responsibility of each respective party. Pending Mediation or Arbitration shall not limit in any way the right for the Architect or their Consultant(s) to file lien notices or liens by the required deadlines. In the event of any dispute, Client agrees to make claim solely against the Architect's business entity and not against any owner, principal or employee of the business entity. Waiver of Consequential Damages - the Client and Architect waive all consequential damages arising out of claims or disputes relating to this Agreement. Waiver of Subrogation - the Client and Architect waive all rights against each other for losses and damages covered by insurance.

If Client or any other party are required by contract or otherwise afforded Additionally Insured coverage under Architect's insurance, the Architect shall only be liable to Client or any other party for losses caused in whole or substantially in part by Architect's professional acts or omissions. Architect shall not be liable for any claims that is not covered by Architect's insurance policies.

The Client agrees to limit Architect's (including Architect's Consultants) total liability to the Client, other Consultants, Contractors and Subcontractors on the Project and any other party, due to Architect's or their Consultants' professional negligent acts, errors, omissions, strict liability, breach of contract, or breach of warranty and for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement from any cause or causes, such that the total aggregate liability of Architect or Architect's Consultants to any party shall not exceed Ten Thousand Dollars (\$10,000.00) or the Architect's total fee for services rendered under this Agreement, whichever is greater.

The Architect may suspend services and seek adjustment of the Contract Sum and Completion Date for failure of the Client or Client's Representatives to respond in a timely manner or for Client's failure to make timely payment. Upon seven days' written notice, the Architect may terminate services for the Client's failure to make timely payments. If the Project is suspended for more than 30 days, the Contract Sum and Completion Date shall be equitably adjusted. If the Project has been suspended for more than 90 days, upon seven days' written notice, the Architect may terminate this Agreement. Upon seven days' written notice, either party may terminate this Agreement for convenience without cause. If the Client suspends or terminates this Agreement for any reason, the Client shall compensate the Architect for the services performed (including reimbursable expenses and profit) to the date of suspension or termination.

Payments are due within 7 days of date of Architect's invoice or statement. Amounts outstanding after 15 days will be subject to 1% (12% annual) interest to accrue monthly. Reimbursable expenses will be billed at cost plus eight percent (8%). Third party costs (consultants, etc.) will be billed at cost plus eight percent (8%). For time and expense or cost-plus agreements, our fee schedule is \$125.00 per hour for Principals, \$105.00 per hour for Senior Project Managers \$85.00 per hour for Project Managers and \$75.00 per hour for Project Assistants, which includes direct personnel expenses and profit. Client agrees to pay Architect for all expenses incurred, including attorney's fees, for recovery of unpaid balances.

This Agreement constitutes the entire agreement between the parties, all prior oral or written agreements and negotiations and other representations are superseded by this Agreement. Client and Architect consent that this document represents a "meeting of the minds" with relation to this Agreement. If another agreement form is used, including any AIA Standard Agreement, these Standard Contract Terms shall become a part of that agreement by this reference. In the event of another agreement between the Client and Architect, conflicts shall be resolved in favor of this Agreement. In the event that any term, provision or condition of this Agreement is unenforceable under the law, the balance of the Agreement shall remain in full force and affect.

As required by Wisconsin Lien Law, Architect hereby notifies the Client that persons or companies furnishing labor for design or observation of the construction on Owner's land, may have lien rights on Owner's land and building if not paid. Those entitled to lien rights, in addition to the Architect are those who give Client and/or Owner notice within 60 days after they furnish labor or material for the design or construction. Accordingly, Client and/or Owner will likely receive notices from those who furnish labor or materials for the Project and Client must provide a copy of each notice received to the Owner and mortgage lender, if any. If Client is not the property owner, it is Client's responsibility, on behalf of the Architect, to promptly notify the Owner of these lien rights. Architect agrees to cooperate with the Client and the Client's lender, if any, to see that all potential lien claimants are duly paid, if applicable.



**REQUESTED ACTION STATEMENT**

**TO:** Mayor Dave Ament  
Common Council

**FROM:** Gregory Kessler, AICP – Director of Community Development 

**RE:** Requested Action Statement for the approval of a Professional Services Agreement to hire Moore Construction Services for pre-construction management services for the preparation of a DPW Campus, Hickory Grove and Community Center Long-Range Strategic Plan in an amount not to exceed \$38,000.

**DATE:** January 20, 2023

**REQUESTED ACTION:** Requested Action Statement for the approval of a Professional Services Agreement to hire Moore Construction Services for pre-construction management services for the preparation of a DPW Campus, Hickory Grove and Community Center Long-Range Strategic Plan in an amount not to exceed \$38,000.

**FISCAL IMPACT:** The funds to be used are 2023 approved CIP funds from Account:

1) 04052300-61605-C2023 Strategic Plan

Funds for this project were approved as part of the City's 2023 Capital Improvement (CIP) Budget. Per the Scopes of Services (attached) for Moore Construction Services their combined cost estimate is \$38,000. The Scope of Services are included and are dated August 24, 2022 and September 6, 2022. Note, one Scope of Services is for the DPW Campus Strategic Plan (\$32,000) and the other is for the Hickory Grove and Community Center Plan (\$6,000). This RAS seeks to combine both into one approval with one Professional Services Agreement.

**SOURCE OF FUNDS:**

Account. #: 04052300-61605-C2023

Strategic Plan

**RATIONALE / BACKGROUND:** In summary, these strategic plans would analyze three municipal locations – the “DPW / Streets Campus,” Hickory Grove and the Community Center. The work that would be conducted under this plan for the “DPW Campus” would be to analyze the current building and site needs in order to co-locate the multiple divisions within DPW onto and into one location. This is the next step in the planning process now that the “cold storage” buildings have been completed allowing DPW to utilize the considerable extra storage space offsite for their equipment and/or vehicles.

As for Hickory Grove, this plan would:

- 1) Evaluate the existing building construction and potential on-going “value.”
- 2) Evaluate appropriateness of the existing mechanical systems related to future use.
- 3) Provide recommendations to the Mayor and Common Council regarding alterations for reuse of the building including building size & re-configuration and proposed new mechanical system integration.

As for the Community Center, the plan would:

- 1) Evaluate building for on-going usefulness.
- 2) Determine if there is a logical method for expansion.
- 3) Determine effect of deferred maintenance.
- 4) Recommend maintenance priorities.

This strategic plan would be for design and building evaluation services along with pre-construction management oversight of these services. Pre-construction management services will include work on preliminary budget development, plan review, scope definition, cost estimating, value-cost analysis and project schedule development.

**Locations:**

- 1) DPW / Streets Campus – 16550 W. National Avenue
- 2) Hickory Grove – 2600 S. Sunnyslope Road
- 3) Community Center – 14750 W. Cleveland Avenue

CONTRACT BETWEEN  
THE  
CITY OF NEW BERLIN  
AND  
MOORE CONSTRUCTION SERVICES  
FOR  
PRE-CONSTRUCTION MANAGEMENT SERVICES

This agreement, entered into this \_\_\_\_\_ day of January 2023, by and between the CITY of New Berlin (CITY) and Moore Construction Services, LLC. hereinafter known as the CONSULTANT;

**WITNESS THAT:**

WHEREAS, the CITY proposes the preparation of a DPW Campus, Hickory Grove and Community Center Long-Range Strategic Plan described as follows:

The overall Project consists of Site / Building Evaluations & Recommendations and Streets / Parks / Facilities Master Plan Design (See Attached Scope of Services dated August 24, 2022 and September 6, 2022. Moore Construction Services will provide Pre-Construction Services as outlined in the attached Scopes of Services; and

WHEREAS, the CITY wishes to engage the services of a professional construction management consultant to provide Pre-Construction Services as hereinafter set forth; and

WHEREAS, the CONSULTANT represents itself as being capable, experienced and qualified to undertake and perform those certain services, hereinafter set forth, as are required in accomplishing fulfillment of the obligations under the terms and conditions of the contract as an independent entrepreneur and not as an employee of the CITY, and agrees to furnish such services as hereinafter described.

NOW, THEREFORE, the CITY AND CONSULTANT, in consideration of the premises and the mutual promises and understandings hereinafter contained, agree as follows:

**SECTION I - RETENTION OF SERVICES**

CITY hereby agrees to engage the CONSULTANT and the CONSULTANT hereby agrees to personally perform, as an independent consultant and not as an employee of the CITY, the services hereinafter set forth, all in accordance with the terms and conditions of this CONTRACT. The CONSULTANT agrees time is of the essence and will meet all deadlines and any schedules as herein set forth.

The DEPARTMENT OF COMMUNITY DEVELOPMENT shall administer this CONTRACT specifically as related to work performed by the consultant. The DEPARTMENT OF COMMUNITY DEVELOPMENT will transmit all instructions, comments, and approvals to the CONSULTANT, and be the recipient of all submittals by the CONSULTANT. The word "CONSULTANT" means a person, or entity, including all employees, sub-consultants and other assigns, whether public or private, that enters into contract with the CITY.

## **SECTION II - REQUIREMENTS**

The CONSULTANT is required to:

- A. perform, do and carry out in a satisfactory, timely, and proper manner, the services delineated in this CONTRACT and Exhibit(s).
- B. comply with requirements listed with respect to reporting on progress of the services, additional approvals required, and other matters relating to the performance of the services.
- C. endeavor to comply with time schedules and payment terms.

## **SECTION III - SCOPE OF SERVICES**

### **A. GENERAL**

- (1) The work under this CONTRACT shall consist of performing those phases or portions of the pre-construction management services for the Project necessary or incidental to accomplish the Project objectives and responsibilities that are specified in the attached CONSULTANT's Proposals; (Exhibit A).
- (2) The CONSULTANT shall furnish all services and labor necessary to conduct and complete the work, and shall furnish all materials, equipment, supplies, and incidentals other than those which are hereinafter designated to be furnished by others.
- (3) The work under this CONTRACT shall at all times be subject to the approval of the DEPARTMENT OF COMMUNITY DEVELOPMENT.
- (4) The services under this CONTRACT shall be performed in accordance with generally accepted standards of the profession in the same location under similar circumstances.
- (5) The CONSULTANT shall from time to time during the progress of the work confer with the DEPARTMENT OF COMMUNITY DEVELOPMENT, and shall prepare and present such information as may be pertinent and necessary or as may be requested by the DEPARTMENT OF COMMUNITY DEVELOPMENT to enable him to pass judgment on the features of the work. The CONSULTANT shall make such changes, amendments, or revisions in the detail of the work as may be required by the DEPARTMENT OF COMMUNITY DEVELOPMENT as provided for in the CONSULTANT's Proposals. The DEPARTMENT OF COMMUNITY DEVELOPMENT reserves the right to select the alternative(s) to be pursued and may request additional alternatives be studied, subject to Section XIII - Change, if applicable.
- (6) The CONSULTANT shall do, perform, and carry out all of the tasks and obligations outlined in the CONSULTANT's two Proposal, dated August 24, 2022 and September 6, 2022), hereby referenced and incorporated into this CONTRACT as Exhibit B. In the event of a conflict between the provisions of this CONTRACT and Exhibit B, the provisions of the CONTRACT shall govern. The

CONSULTANT shall complete all the work under this CONTRACT without substantial change to the Project Team or the Project Approach as specified in the CONSULTANT's Proposals.

**B. WORK TASKS**

It is understood by the parties to the CONTRACT that the CONSULTANT's scope of services covered under this CONTRACT shall include those pre-construction management services and related services contained in the attached Exhibit A, prepared by CONSULTANT.

**SECTION IV - SPECIFIC CONDITIONS OF PAYMENT**

- A. The CONSULTANT shall be compensated for the services as described in the CONSULTANT's Proposals (Exhibit A). . It is expressly understood by the parties hereto that under no circumstances shall the total CONTRACT Price, including contingencies, exceed the Contract amount in the CONSULTANT's Proposals except as provided herein.
- B. **PROGRESS PAYMENTS.** The CONSULTANT shall submit invoices to the DEPARTMENT OF COMMUNITY DEVELOPMENT for partial payment of fees, from time to time during the progress of the work, but not more frequently than on a monthly basis. Such invoices shall cover payment to the CONSULTANT for work performed by the CONSULTANT on each individual work activity. Invoices shall show percentage of work on each activity and the amount of work completed. A brief progress report shall accompany each invoice. The DEPARTMENT OF COMMUNITY DEVELOPMENT will examine each such invoice, and if found to be acceptable according to the CONTRACT, payment shall be made. Final payment of the balance due the CONSULTANT for the completed project shall be made upon completion and acceptance of the work performed. The CITY shall pay the CONSULTANT's approved invoices within sixty (60) days after invoice receipt. Where CITY reasonably disputes some portion of the charges contained in the CONSULTANT's bill for services, the CITY shall make prompt payment of that portion of the bill which is undisputed and shall notify the CONSULTANT in writing of the reason for its dispute.

**SECTION V - TIME OF PERFORMANCE**

- A. The services to be performed under the terms and conditions of the CONTRACT shall be in force and shall commence upon execution of the CONTRACT by the CONSULTANT and upon written notice from the DEPARTMENT OF COMMUNITY DEVELOPMENT to proceed. The work under this contract shall be undertaken and completed in such sequence as to assure its expeditious completion in light of the purposes of this CONTRACT.
- B. It is the intent of the CITY and the CONSULTANT that all of the services required to be performed hereunder by the CONSULTANT shall be finished by December 31, 2023.. The following schedule shall be adhered to in order to meet said completion date:

The Contract for consultant services is expected to be signed by January 27,, 2023. CONSULTANT shall commence work upon full execution of the Contract by the CITY. CONSULTANT is required to fully familiarize its Project Staff used upon previous meetings in 2022. The consultant shall be available as a contact throughout the duration of the project, which is expected to be substantially completed on or around December 31,

2023.

- C. In addition to all other remedies incurring to the CITY should the CONTRACT not be completed by the time frame specified in accordance with all of its terms, requirements and conditions therein set forth, the CONSULTANT shall continue to be obligated thereafter to fulfill CONSULTANT's responsibility to complete the scope of services and to execute any necessary amendments to this CONTRACT. Delays in completing the work within the time provided for completion as specified elsewhere in the CONTRACT, for reasons attributable to the CITY, may constitute justification for additional compensation to the extent of documentable increases in costs of labor, services or materials as a result thereof. Failure of the CONSULTANT to submit a formal written request for an extension of time prior to the expiration of the CONTRACT shall constitute a basis for denying any cost adjustments for reasons of such delay.
- D. **DELAYS**  
CONSULTANT shall not be liable for delays or failure to perform its Services caused directly or indirectly by circumstances beyond CONSULTANT's control, including but not limited to, acts of God, fire, flood, war, sabotage, accident, labor dispute, shortage, government action including regulatory requirements, changed conditions, delays resulting from actions or inactions of CITY or third parties not under control of CONSULTANT, site inaccessibility or inability of others to obtain materials, labor, equipment, or transportation. Should any of the above occur, then the date for completion of the services shall be adjusted for such delay, provided the CONSULTANT reports the delay to the CITY within a reasonable time of its discovery. The CITY shall determine whether or not the cause of delaying or not completing a duty or obligation is within the control of the CONSULTANT.

## **SECTION VI - CONDITIONS OF PERFORMANCE AND COMPENSATION**

- A. **PERFORMANCE.**  
The CONSULTANT agrees that the performance of CONSULTANT's work, services and the results therefrom, pursuant to the terms, conditions and agreements of this CONTRACT, shall conform to such recognized professional standards as are prevalent in this field of endeavor and like services in the same location under similar circumstances.
- B. **PLACE OF PERFORMANCE.**  
The CONSULTANT shall conduct CONSULTANT's services as required under the terms and conditions of this CONTRACT at such place or places as is necessary which will enable the CONSULTANT to fulfill CONSULTANT's obligation under this CONTRACT.
- C. **COMPENSATION.**  
CITY agrees to pay, subject to the contingencies herein, and the CONSULTANT agrees to accept for the satisfactory performance of the services under this CONTRACT the maximum fees as indicated in Section IV, inclusive of all expenses unless CONSULTANT notifies the CITY and CITY approves of additional expenses in advance. All expenses for travel, meals and lodging and other reimbursable items are estimated in the CONSULTANT's proposals and will not be exceeded without advance notice and approval

by the CITY.

D. **ADDITIONAL FRINGE OR EMPLOYEE BENEFITS.**

The CONSULTANT shall not receive nor be eligible for any fringe benefits or any other benefits to which CITY salaried employees are entitled to or are receiving.

E. **TAXES, SOCIAL SECURITY, INSURANCE & GOVERNMENT REPORTING.**

Personal income tax payments, social security contributions, insurance and all other governmental reporting and contributions required as a consequence of the CONSULTANT receiving payment under this CONTRACT shall be the sole responsibility of the CONSULTANT. The CONSULTANT shall be required to carry insurance coverage of the type and with the minimum limits set forth below. The CONSULTANT shall be solely responsible to meet CONSULTANT insurance needs as specified below during the terms of this CONTRACT or any extension thereof.

General Liability:

|                                  |             |
|----------------------------------|-------------|
| General Aggregate                | \$4,000,000 |
| Personal/Advertising Injury      | \$2,000,000 |
| Each occurrence                  | \$2,000,000 |
| Fire Damage (Any One Fire)       | \$ 50,000   |
| Medical Expense (Any One Person) | \$ 5,000    |

Automobile Liability:

|     |             |
|-----|-------------|
| CSL | \$1,000,000 |
|-----|-------------|

Workers' Compensation and Employers' Liability

|                       |            |
|-----------------------|------------|
| Each Accident         | \$ 500,000 |
| Disease Policy Limit  | \$500,000  |
| Disease Each Employee | \$ 500,000 |

Professional liability:

|                      |             |
|----------------------|-------------|
| Aggregate/Occurrence | \$2,000,000 |
|----------------------|-------------|

A Policy Endorsement shall be signed by an authorized Principal of the Insurer and provided to the DEPARTMENT OF COMMUNITY DEVELOPMENT as evidence thereof naming the CITY as an additional insured (City is listed and identified as being insured in a "primary and noncontributory" basis) and showing the CONSULTANT is covered by the above required types and amount of insurance, providing for a thirty (30) day written notice to the CITY prior to change, termination or cancellation. Such notice provisions shall be stated in the unconditional affirmative. Phrases such as "shall endeavor to notify" are unacceptable and shall be rejected.

F. **SUBCONTRACTING.**

With the exception of surveying and preliminary civil engineering and architecture which will be provided by a different consultant mutually working with the CONSULTANT the CONSULTANT shall not subcontract for the performance of any of the services herein set forth without prior written approval obtained from the DEPARTMENT OF

## COMMUNITY DEVELOPMENT.

### **SECTION VII - METHOD OF PAYMENT**

The CITY agrees that subsequent to the full and complete performance of this CONTRACT, and satisfactory performance of the services as specified in Section II and Section III, to pay the amount or amounts as herein set forth. The conditions of payment are as follows: Compensation for services required under this CONTRACT shall be paid as partial payment of fees, from time to time during the progress of the work, but not more frequently than on a monthly basis, contingent upon each activity being reviewed for approval, and being approved for payment by the DEPARTMENT OF COMMUNITY DEVELOPMENT, as stipulated in Section IV.

### **SECTION VIII - INDEMNIFICATION**

The CONSULTANT shall indemnify and hold harmless the CITY and its agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the construction work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the CONSULTANT, a Sub-CONSULTANT and anyone directly or indirectly employed by them or anyone for whose acts they may be liable,. Such obligation shall not be constructed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph.

### **SECTION IX - REGULATIONS**

- A. The CONSULTANT agrees to endeavor to comply with all of the requirements of all federal, state and local laws as well as codes, specifications and requirements related to the performance of the work under this CONTRACT.
- B. Notwithstanding any other clause written herein, CONSULTANT understands and agrees that the CITY is a municipal entity and is therefore subject to the open records law of the State of Wisconsin. Wis. Stat. sec. 19.36(3) requires governmental entities to make available for inspection and copying any records produced or collected under a contract entered into by the municipal entity to the same extent as if the record were maintained by the municipality. Therefore, in the event there is a request for any of the documentation pertaining to this agreement, then CONSULTANT shall provide the information as requested and charge no more than the reasonable cost to prepare and copy said information.

### **SECTION X - FINAL SETTLEMENT**

The CONSULTANT shall notify the City in writing when the CONSULTANT has determined that the Services under this CONTRACT have been completed. Upon the CITY's subsequent determination that the Services have been satisfactorily completed, the CITY will provide written notification to the CONSULTANT acknowledging formal acceptance of the completed Services. Unless the CONTRACT has been terminated prior to the completion of the Services, the CONTRACT shall not be considered terminated upon completion and acceptance of the Services, or upon final payment therefore, but shall be considered to be in full force and effect for the

purposes of requiring the CONSULTANT to make revisions or corrections in the Services as are necessary to correct errors or omissions made by the CONSULTANT in the Services performed under Section III-A-5, or for the purposes of having the CONSULTANT make revisions in the Services at the request of the CITY as "Extra Services". The CONTRACT shall be considered terminated when the when the CITY's CONSULTANT can complete their pre-construction budget pricing without further revisions in the services, or the CONSULTANT is released prior to such time by written notice from the CITY, or if more than one (1) year have elapsed following formal written notification of final acceptance of the services by the CITY.

#### **SECTION XI - TERMINATION OF CONTRACT FOR CAUSE**

If, through any cause, the CONSULTANT shall fail to fulfill in timely and proper manner his obligations under this CONTRACT, or if the CONSULTANT shall violate any of the covenants, agreements or stipulations of the CONTRACT, the CITY shall thereupon have the right to terminate this CONTRACT by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, upon payment of any amounts properly due the CONSULTANT, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials related to the services prepared by the CONSULTANT under this CONTRACT shall, at the option of CITY, become the property of the CITY. Notwithstanding the above, the CONSULTANT shall not be relieved of liability to the CITY for damages sustained by the CITY, and CITY may withhold any payments to the CONSULTANT for the purpose of set off until such time as the exact amount of damages due to the CITY from the CONSULTANT is determined. If through no fault of the CONSULTANT, the CITY shall fail to fulfill in a timely and proper manner, its obligations under this CONTRACT, or if the CITY shall violate any of the covenants, agreements or stipulations of the CONTRACT, the CONSULTANT shall thereupon have the right to terminate this CONTRACT by giving written notice to the CITY of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

#### **SECTION XII - TERMINATION FOR CONVENIENCE OF THE CITY**

The CITY may terminate this CONTRACT at any time for any reason by giving at least ten (10) day notice in writing from the CITY to the CONSULTANT. If the Contract is terminated by the CITY as provided herein, the CONSULTANT will be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed bear to the total services of the CONSULTANT covered by this CONTRACT, less payments for such services as were previously made plus all reimbursed expenses payable under this CONTRACT. CONSULTANT shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination. If this CONTRACT is terminated due to the fault of the CONSULTANT, Section X thereof, relative to termination, shall apply.

#### **SECTION XIII - CHANGES**

The CITY may, from time to time, request changes in the scope of services of the CONSULTANT to be performed hereunder. Such changes, including any increase or decrease in the amount of CONSULTANT's compensation which are mutually agreed upon by and between the CITY and the CONSULTANT, shall be incorporated in written amendments to the CONTRACT. Further, if in the CONSULTANT's opinion, said changes involve work not included in the terms or scope of services of this CONTRACT, the CONSULTANT must notify the CITY in writing if it is

believed that extra compensation or additional time allowance is warranted. Such notification shall include the justification for extra compensation and the estimated amount of additional fee requested. The CITY shall review the CONSULTANT's submittal and, if acceptable, will approve a change order as an amendment to this CONTRACT. Work under a change order shall not proceed until so authorized by the CITY. Such change orders shall include appropriate time extensions when warranted.

#### **SECTION XIV - PERSONNEL**

- A. The CONSULTANT represents that he has or will secure at his own expense all personnel required in performing the services under this CONTRACT. Such personnel shall not be employees of or have any contractual relationship with the CITY.
- B. All of the services required hereunder will be performed by the CONSULTANT or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.
- C. None of the work or services covered by this CONTRACT shall be subcontracted, except as provided by Section VI-F, without the prior written approval of the CITY. All additional work or services that are subcontracted shall be specified by written contract or agreement and shall be subject to each provision of this CONTRACT. The CONSULTANT shall be as fully responsible to the CITY for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

#### **SECTION XV - ASSIGNABILITY**

The CONSULTANT shall not assign any interest in this CONTRACT and shall not transfer any interest in same (whether by assignment, notation or any other manner), without the prior written consent of the CITY. Provided, however, that claims for money due or to become due the CONSULTANT from the CITY under the CONTRACT may be assigned to a bank, trust company or other financial institution without such approval. Notices of any such assignment or transfer shall be furnished promptly to the CITY.

#### **SECTION XVI - RECORDS**

- A. ESTABLISHMENT AND MAINTENANCE OF RECORDS.  
Records shall be maintained in accordance with reasonable requirements prescribed by the CITY with respect to all matters covered by this CONTRACT. Except as otherwise authorized, such records shall be maintained for a period of seven (7) years after receipt of the final payment under this CONTRACT.
- B. DOCUMENTATION OF COSTS.  
Record of all costs shall be maintained by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of other accounting documents pertaining in whole or in part to this CONTRACT and shall be clearly identified and readily accessible.

#### **SECTION XVII - REPORT AND INFORMATION**

At such times and in such forms as CITY may reasonably require, there shall be furnished to CITY, at the CITY's expense, copies of such statements, records, reports, data and information as the CITY may request pertaining to matters covered by this CONTRACT.

### **SECTION XVIII - AUDITS AND INSPECTIONS**

At any time during normal business hours and as often as the CITY, or if federal or state grants or aids are involved, as the appropriate federal or state agency, may deem necessary, there shall be made available to the CITY at the CITY's expense, or such agency for examination, all of the CONSULTANT's records with respect to all matters covered by this CONTRACT and will permit the CITY or such agency and/or representative of the Comptroller General of the United States or State of Wisconsin to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payroll, records of personnel, condition of employment and other data relating to all matters covered by this CONTRACT.

### **SECTION XIX - CONFLICT OF INTEREST**

- A. Interest in CONTRACT. No officer, employee or agent of the CITY who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this CONTRACT pertains, shall have any personal interest, direct or indirect, in this CONTRACT.
- B. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality who exercises any functions or responsibilities in the review or approval of the carrying out of this CONTRACT, shall have any personal interest, direct or indirect, in this CONTRACT.
- C. Interest of CONSULTANT and Employees. The CONSULTANT covenants that no person described in Sections XIX. A. and B. above who presently exercises any functions or responsibilities in connection with the CONTRACT has any personal financial interest, direct or indirect, in this CONTRACT. The CONSULTANT further covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of his services hereunder. The CONSULTANT further covenants that in the performance of this CONTRACT no person having any conflicting interest shall be employed.

### **SECTION XX - DISCRIMINATION PROHIBITED**

- A. In all hiring or employment made possible by or resulting from this CONTRACT there will not be any discrimination against any employee or applicant for employment because of race, color, sexual orientation, religion, sex or national origin, and affirmative action will be taken to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sexual orientation, gender or national origin. This requirement shall apply to but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. There shall be posted in conspicuous places available to employees and applicants for employment, notices required or to be provided by federal or state agencies involved, setting forth the provisions of the clause. All solicitations or advertisements for employees shall state that all qualified applicants will receive

consideration for employment without regard of race, color, religion, sexual orientation, sex or national origin.

- B. No person in the United States shall, on the grounds of race, color, religion, sexual orientation, gender or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this CONTRACT. The CITY and each employer will comply with all requirements imposed by or pursuant to the regulations of the appropriate federal agency effectuating Title VI of the Civil Rights Act of 1964.
- C. The CONSULTANT will cause the foregoing provisions of this section to be inserted in all subcontracts, if any, for any work covered by this CONTRACT so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw material.

## **SECTION XXI - OWNERSHIP OF DOCUMENTS**

Upon completion or termination of this CONTRACT, all PROJECT CONTRACT documents including an electronic file of computer aided record drawings and field inspection reports, shall be delivered to and become the property of the CITY. These record drawings and reports, etc., may be used without restriction by the CITY for any public purpose and to implement construction and use of the project. Any such use or reuse of these documents outside the scope of the PROJECT shall be without compensation or liability to the CONSULTANT, excepting for errors and omissions associated with the completed project services and documents performed under this CONTRACT.

## **SECTION XXII ESTIMATES**

The estimates of cost and material quantities for each project provided herein are to be prepared by the CONSULTANT through the exercise of their experience and judgement in applying presently available information. It is recognized that the CONSULTANT has no control over cost of construction, Contractor's labor, equipment and materials, or over competitive bidding procedures and market conditions of material quantities.

## **SECTION XXIII DATA**

The CITY shall make available to the CONSULTANT all applicable existing technical data in the CITY's possession at the CITY HALL including maps, surveys, borings, and other information required by the CONSULTANT and relating to their work. CONSULTANT shall be entitled to rely upon data received from the CITY.

## **SECTION XXIV ACCURACY OF INFORMATION**

The CONSULTANT shall indicate to the CITY the information needed for rendering services hereunder, as well as likely sources of this information, with such sources to include but not be limited to the CITY. The CONSULTANT and the CITY recognizes that it is impossible to assure the sufficiency or accuracy of information provided by responsible parties such as Diggers Hotline.

#### **SECTION XXIV OPEN RECORDS REQUIREMENTS**

Notwithstanding any other clause written herein, CONSULTANT understands and agrees that the CITY is a municipal entity and is therefore subject to the open records law of the State of Wisconsin. Wis. Stat. sec. 19.36(3) requires governmental entities to make available for inspection and copying any records produced or collected under a contract entered into by the municipal entity to the same extent as if the record were maintained by the municipality. Therefore, in the event there is a request for any of the documentation pertaining to this agreement, then CONSULTANT shall provide the information as requested and charge no more than the cost to copy said information.

IN WITNESS WHEREOF, The parties hereto have had these presents duly executed in their respective names by their respective officers as of the date and year first above written.  
In the Presence of

\_\_\_\_\_  
Consultant

\_\_\_\_\_  
President  
Title

\_\_\_\_\_  
2023  
Date

CITY OF NEW BERLIN

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

This is to certify that provisions have been made to pay the expenses that will accrue under the Contract.

\_\_\_\_\_  
Treasurer/Comptroller

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

Approved as to form this \_\_\_\_ day of

\_\_\_\_\_, 2023

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

## **EXHIBIT A**

### **CONSULTANT'S PROPOSALS**





**YOUR CONSTRUCTION PARTNER**



PROPOSAL NEW BERLIN DPW PHASE II

DESIGN/BUILD | CONSTRUCTION MANAGEMENT | GENERAL CONSTRUCTION



## PROPOSAL

### PRE-CONSTRUCTION MANAGEMENT SERVICES

---

8/24/2022

#### OWNER

The City of New Berlin  
3805 S. Casper Drive  
New Berlin, WI 53151  
Attn: Dan Hogan

#### CONSTRUCTION MANAGER

Moore Construction Services, LLC  
W146 N5650 Enterprise Avenue  
Menomonee Falls, WI 53051

#### PROJECT

**City of New Berlin DPW – Phase II**

#### SERVICES

The Pre-Construction Management Services provided under this proposal are as follows:

##### **PRE-CONSTRUCTION PHASE:**

- Early collaboration with the City of New Berlin and the design team of Perspective Design, Harwood Engineering and RA Smith
- Constructability review
- Scope definition
- Value cost analysis
- Preliminary budgeting
- Project schedule development
- Subcontractor Prequalification
- Site walk-throughs
- Bid procurement – Public bidding
- Bid review and recommendation
- Final project GMP (Guaranteed Maximum Price)

**F E E S**

\$32,000

Pre -Construction Management Fee

Upon acceptance of this proposal, all terms and conditions of the following apply: (a draft copy available upon request)

- A133-2019 Owner/Construction Manager as Constructor Agreement
- A201-2017 General Conditions of the Contract for Construction
- Certificate of Insurance

**ORGANIZATION NAME**

**MOORE CONSTRUCTION SERVICES, LLC**

\_\_\_\_\_  
*Printed Name and Title*

\_\_\_\_\_  
Michael J. Moore, President

\_\_\_\_\_  
*Printed Name and Title*

\_\_\_\_\_

\_\_\_\_\_  
*Michael J. Moore*

8-24-2022

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*



**YOUR CONSTRUCTION PARTNER**



PROPOSAL HICKORY GROVE/COMMUNITY CENTER

DESIGN/BUILD | CONSTRUCTION MANAGEMENT | GENERAL CONSTRUCTION



## **PROPOSAL**

### **PRE-CONSTRUCTION MANAGEMENT SERVICES**

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9/6/2022

#### **OWNER**

The City of New Berlin  
3805 S. Casper Drive  
New Berlin, WI 53151  
Attn: Dan Hogan

#### **CONSTRUCTION MANAGER**

Moore Construction Services, LLC  
W146 N5650 Enterprise Avenue  
Menomonee Falls, WI 53051

#### **PROJECT**

**City of New Berlin Hickory Grove & Community Center**

#### **SERVICES**

The Pre-Construction Management Services provided under this proposal are as follows:

##### **PRE-CONSTRUCTION PHASE:**

- Early collaboration with the City of New Berlin and the Perspective Design team
- Constructability review
- Scope definition
- Value cost analysis
- Preliminary budgeting and opinion of cost
- Project schedule development
- Phasing schedule

#### **FEES**

\$6,000 Pre -Construction Management Fee

Upon acceptance of this proposal, all terms and conditions of the following apply: (a draft copy available upon request)

- A133-2019 Owner/Construction Manager as Constructor Agreement
- A201-2017 General Conditions of the Contract for Construction
- Certificate of Insurance

**ORGANIZATION NAME**

\_\_\_\_\_  
*Printed Name and Title*

\_\_\_\_\_

\_\_\_\_\_  
*Date*

**MOORE CONSTRUCTION SERVICES, LLC**

\_\_\_\_\_  
Michael J. Moore, President  
*Printed Name and Title*

\_\_\_\_\_  
*Michael J. Moore*

9-1-2022

\_\_\_\_\_  
*Date*