

Agreement for Professional Services

This Agreement is effective as of July 1, 2019, between City of Middleton, WI (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: Community Campus Planning.

Client's Authorized Representative: Abby Attoun
Address: 7426 Hubbard Avenue
Middleton, WI 53562
Telephone: 608.821.8343 **email:** aattoun@ci.middleton.wi.us

Project Manager: Bob Kost
Address: 6808 Odana Road, Suite 200
Madison, WI 53719
Telephone: 612.247.4704 **email:** bkost@sehinc.com

Scope: The Basic Services to be provided by Consultant as set forth herein are provided subject to the attached two-page General Conditions of the Agreement for Professional Services (General Conditions Rev. 07.10.19 for Campus Planning), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

Professional planning services as defined in SEH proposal dated April 19, 2019 entitled Proposal for Professional Planning Services Community Campus Planning Services for Downtown Middleton. The scope of services generally described in the proposal include providing urban planning services to prepare a Community Campus Plan. The work includes the following:

1. Project Management

- 1.1 Kick-Off Meeting (CCC Meeting #1)
- 1.2 Team Meetings

2. Phase I - Identify Space Needs

- 2.1 – All Our Ideas online comment gathering
- 2.2 – Sunday Stroll
- 2.2 – Stakeholder Meetings - Space Needs (City Hall, Senior Center, Community Center)
- 2.3 – CCC Meeting #2

3. Facilities Assessment and Space Needs

- 3.1 – Data Gathering/Analyzing
- 3.2 – Presentation to CCC

4. Phase II - Public Input/Programming/Concept Design/Cost Estimates

- 4.1 – Team Meetings
- 4.2 – Public Meeting #1 - Space Needs
- 4.3 – Public Meeting #2 - Space Needs
- 4.4 – CCC Meeting

- 5. Workshop #1
- 5.1 – Develop Design Principles to Achieve Goals
- 5.2 – Programming and Three Concept Design Alternatives

5.3 – Present to Common Council and Plan Commission

6. Workshop #2

6.1 – Refine Design Principles to Achieve Goals

6.2 – Refine Programming and Three Design Alternatives

6.3 – Present to Common Council and Plan Commission

6.4 – Cost Estimates

6.5 – Present Preferred Design to Common Council and Plan Commission

Schedule:

SCHEDULE PHASE/ACTIVITY	2019					
	JUL	AUG	SEP	OCT	NOV	DEC
PROJECT MANAGEMENT						
Kick-Off Meeting	●					
Team Meetings		○	—————	—————	—————	●
PHASE I - IDENTIFY SPACE NEEDS						
Community Remarks - Online Comment Gathering		○	—————	—————	●	
Stakeholder Meetings - Space Needs (City Hall, Senior Center, Community Center)	●					
Plan Review	●					
Data Gathering/Analyzing	●					
Presentation to CCC		●				
PHASE II - PUBLIC INPUT/PROGRAMMING/CONCEPT DESIGN/COST ESTIMATES						
Public Meeting #1 - Space Needs		●				
Public Meeting #2 - Space Needs		●				
PUBLIC PARTICIPATION						
Community Remarks - Online Comment Gathering		○	—————	—————	●	
PUBLIC INVOLVEMENT USING TWO, FULL-DAY WORKSHOPS						
Workshop #1		●				
Develop Design Principles to Achieve Goals		●				
Programming and Three Concept Design Alternatives		●				
Present to Common Council and Plan Commission		●				
Workshop #2				●		
Refine Design Principles to Achieve Goals				●		
Refine Programming and Three Design Alternatives				●		
Present to Common Council and Plan Commission					●	
Cost Estimates					●	
Recommended Design Concept						●
Present Preferred Design to Common Council and Plan Commission						●

Payment: The lump sum fee is \$117,000 including expenses and equipment. Expenses include such items as travel, lodging, drawing supplies, public meeting materials, and document reproduction.

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-2.

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions".

The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

Other Terms and Conditions: Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None

c:\users\nday\desktop\project folders\middleton\letter agreement.docx

Short Elliott Hendrickson Inc.

By: 
Darren Fortney
Title: Principal

City of Middleton, WI

By: 
Title: MAYOR

Exhibit A-2
to Agreement for Professional Services
Between City of Middleton, WI (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated July 1, 2019

Payments to Consultant for Services and Expenses
Using the Lump Sum Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Lump Sum Basis Option

The Client and Consultant select the Lump Sum Basis for Payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. Necessary expenses and equipment are provided as a part of Consultant's services and are included in the initial Lump Sum amount for the agreed upon Scope of Work. Total payments to Consultant for work covered by the Lump Sum Agreement shall not exceed the Lump Sum amount without written authorization from the Client.

The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete Consultant's services at their normal charge out rates as published by Consultant or as available commercially.

B. Expenses Not Included in the Lump Sum

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in this Agreement.

1. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
2. Other special expenses required in connection with the Project.
3. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses not included in the Lump Sum amount.

c:\users\nday\desktop\project folders\middleton\exhibit a2.docx