

**VILLAGE OF WINDSOR
VILLAGE BOARD RESOLUTION 2024-65**

**AUTHORIZING A CONTRACT WITH ADCI TO PERFORM DESIGN SERVICES
FOR THE RENOVATION OF THE WINDSOR POST OFFICE**

WHEREAS, the Village desires to improve the aesthetics of the exterior, and the energy efficiency of the facility, of the Windsor Post Office; and

WHEREAS, the Village desires to engage a firm to provide a Concept Design for the exterior renovation, and energy efficiency measures, of the Windsor Post Office; and

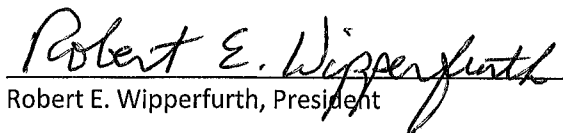
WHEREAS, the Village engaged ADCI to design the new Windsor Municipal Building and ADCI will be able to use those designs to design a complimentary exterior renovation of the Windsor Post Office; and

WHEREAS, ADCI has provided an Architectural Concept Design Services Proposal to complete the Services, attached hereto as Exhibit A.

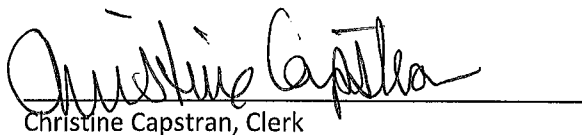
NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Windsor that it hereby authorizes the Village President, Village Attorney and Staff to negotiate and enter into a contract with ADCI to perform the Concept Design Services for the Windsor Post Office as described in Exhibit A.

The above and foregoing Resolution was duly adopted at a meeting of the Village Board of the Village of Windsor held on June 20, 2024, by a vote of 5 in favor and 0 opposed.

VILLAGE OF WINDSOR


Robert E. Wipperfurth, President

Attested by:


Christine Capstran, Clerk

Incorporated by Reference:

Exhibit A: ADCI Proposal



June 10, 2024

Architectural Concept Design Services Proposal

From: Architectural Design Consultants, Inc. (ADCI)

To: Village of Windsor
4084 Mueller Rd.
DeForest, WI 53532

Project: Post Office Renovation
Windsor, WI
ADCI Project: 24-070

Project Understanding

The transformation that's taking place in downtown Windsor is exciting. ADCI is proud to have been part of the new Village Hall that will serve as a new hub for the Village, and excited about the potential of the current post office as a complimentary piece to the overall development. We will focus on improving and modernized the exterior aesthetic of the post office building while respecting its history and maximizing it's flexibility for future use. Understanding budget and controlling costs is important, ADCI will work hand in hand with Maas Bros. to arrive at a concept design that is both aesthetically pleasing at an achievable budget.

Our team is ready to assist you in exploring the possibilities and excited about the opportunity to work with the Village of Windsor on another great project.

Scope of Services

The services included can be generally described as Concept Design. At the completion of this phase, the project can begin the municipal stakeholder discussions and project budgeting as necessary. Our proposed services include:

- Meeting #1 – Kickoff meeting to discuss the project, discuss project goals, and schedule. This meeting will be on-site and attended by two (2) ADCI team members. - **completed**
- Review exterior improvement ideas and consider possible materials and finishes.
- Meeting #2 – On-site meeting to review stone and siding samples to be used on the new Municipal Building compared to existing post office finishes and field measure or spot check to confirm key exterior building dimensions.
- Develop up to (3) three concept massings of the existing building with finishes, roof modifications and canopy options for consideration
- Massings will include the new Municipal Building and the adjacent Community Center so that context is represented in the final renderings presented to Village Board
- Attend a preliminary review meeting and to review preliminary massing options and views (virtual meeting). Selected feature options will be selected at this meeting to be used to develop final massing.

- Final massing review meeting (virtual), where selected features will be combined and final massing and material decisions made in order to begin rendering work.
- Exterior rendering design work to effectively represent the selected design features within the context of existing and new buildings.
- Make refinements to the rendering documents discussed.
- Final deliverables to include up to (3) three rendered views; (2) views of building front showing context with adjacent buildings and (1) view of building from back side from the proposed new public parking lot.

Services Not Provided: If Client desires these services, Architect will provide an additional service request to add them.

- Construction documents for final selected design features. This service will be provided under separate future contract once the project is deemed feasible.
- Attending additional Plan Commission review meetings other than those listed in the scope of services.
- Site visits invoiced Time & Expense as needed through Concept Design phase beyond those listed as part of the Scope of Services.
- Any design of buildings or site development outside of the designated project area.
- Civil engineering and landscape design services.
- Additional project renderings for marketing or Client approvals.
- Travel expenses or plan and specification printing and/or shipping; see attached Fee Schedule for reimbursable expenses.
- Permit fees of any type.

Compensation Amount: Time & Expense Basis – Not to Exceed

Concept Design Services Estimate	\$9,500
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Work will be completed on a time and expense basis and Client will only be billed for hours utilized.

Standard Contract Provisions

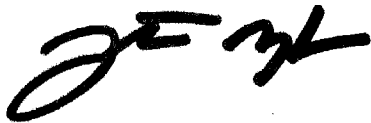
- Client shall be invoiced monthly as the above noted work progresses.
- Additional compensation shall be paid to ADCI by Client per the attached *2024 Standard Fee Schedule* for all Client authorized plan revisions after drawings are completed or for drawings/work beyond scope of this proposal.
- Client may terminate this contract for any cause; in which event, compensation shall be made to ADCI based on the fee schedule presented within this proposal. Ownership of the work completed or partially completed at the time of termination shall be retained by Architectural Design Consultants, Inc.
- Client shall assist ADCI by providing ADCI with all information pertinent to the project, including previous reports, plans and other data relative to the project.
- This agreement shall be binding upon all successors and assignees of either party.
- This proposal may be withdrawn if not accepted within 30 days of the date of an ADCI authorized signature.
- Original documents, tracings and materials developed by ADCI are and shall remain the property of ADCI.
- Unpaid balances past due more than thirty (30) days shall be subject to a monthly finance charge of 1% or 12% per annum, until paid in full. In addition, ADCI shall be entitled to recover

all costs of collection, including attorney's fees, incurred as a result of non-payment or to enforce its rights under this Agreement.

- Quoted fees do not include Professional Sales Tax.
- The Architect, and its consultants, partners, agents and employees, shall not be liable to the Owner, whether jointly, severally or individually, in excess of the compensation paid to the Architect under this Agreement, or in excess of the sum of \$25,000.00, whichever is greater, as a result of any act or omission not amounting to a willful or intentional wrong.
- The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.
- As required by the Wisconsin Construction Lien Law, you are hereby notified that persons or companies performing, furnishing or procuring labor, services, materials, plans or specifications for the construction on Owner's land may have lien rights on Owner's land and buildings if not paid. Those entitled to lien rights, in addition to ADCI, are those who contract directly with you or those who give you identification notice within 60 days after they first perform, furnish, or procure labor, services, materials, plans or specifications for the construction. Accordingly, you probably will receive notices from those who perform, furnish, or procure labor, services, materials, plans or specifications for the construction. You should give a copy of each notice you receive to your mortgage lender, if any. ADCI agrees to cooperate with you and your lender, if any, to see that all potential claimants, directly subcontracted by ADCI, are duly paid.

Consultant Agreement Acceptance

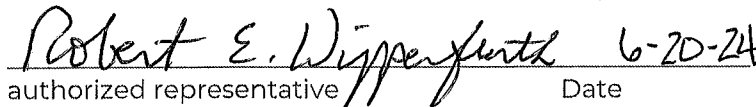
Thank you for the opportunity to submit this proposal. If this agreement meets with your approval, please sign and return a copy to ADCI for our records, and ADCI will begin work as soon as possible. If you have any questions, please do not hesitate to call.



June 10, 2024

Justin Nagel
vp business operations
Architectural Design Services, Inc.

Date



authorized representative
Village of Windsor

Date

**ARCHITECTURAL DESIGN CONSULTANTS, INC.
2024 STANDARD FEE SCHEDULE**

Professional and Technical Staff

Principal	\$240 hour
Senior Architect	\$170 hour
Architect Engineer	\$150 hour
Job Captain	\$135 hour
Specifications Writer	\$150 hour
Senior Interior Designer	\$145 hour
Interior Designer	\$95 hour
Senior Construction Administrator	\$160 hour
Construction Administrator	\$110 hour
Senior Designer	\$125 hour
Designer	\$95 hour
Project Coordinator	\$95 hour
Administrative	\$70 hour

Reimbursable Expenses

Reproduction and Printing	Cost + 10%
Subcontracted Services	Cost + 10%
Shipping and Postage	Cost + 10%
Mileage for authorized out of town travel	\$0.67 per mile
Travel and Subsistence	Cost + 10%

Other Terms and Conditions

Standard Fee Schedule is subject to change at the beginning of each new calendar year.

Non-exempt employee overtime will be invoiced at one and one-half (1½) times the standard hourly rates noted above when such overtime is authorized by the client.

Holidays will be observed in accordance with Architectural Design Consultants, Inc. policy and include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day.

A surcharge of fifty percent (50%) will be added for expert witness testimony and/or participation at hearings, depositions, etc.

Progress invoices will be issued at least monthly and shall be due and payable upon receipt unless otherwise stipulated in a design agreement. Balances due more than (30) days shall be subject to a monthly finance charge until paid in full. In addition, ADCI shall be entitled to recover all costs of collection, including attorney's fees, incurred as a result of non-payment or to enforce its rights under this Agreement.

Note: Payments made via Venmo are subject to a 2% surcharge and payments via PayPal are subject to a 3.5% surcharge.