



Tuesday, January 6, 2026

Mr. Brad Marquardt, Department of Public Works Director
City of Whitewater
312 W. Whitewater Street
Whitewater, WI 53190

Re: City of Whitewater PD Evidence Storage and Training Building Plumbing & Construction Administration

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Dear Brad:

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

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

Project Scope:

Proposal is to include additional services not included in the original RFP for the above-mentioned project. We will provide Plumbing Design for use in bidding, state approval and through Construction services.

Additionally construction administration /assistance will be billed per the attached rate table included in this Change Order document.

Reimbursable Expenses include plumbing approval fees (DSPS). Estimated review fees are approximately \$ 400.00.

Professional Disciplines Included:

Professional disciplines included with the proposed fee include: architectural design services to define building layout, orientation, scope, finishes and color selection and construction; plumbing systems design, sizing, fixture selection and system layout

Scope of Services Included:

Professional services included with the proposed fee include: We will prepare drawings, calculations and documentation necessary to obtain plan approvals for construction. During bidding we will answer questions, prepare clarifications and addenda and assist with receipt of bids and prepare contracts.

Construction services include: reviewing shop drawings; attending job meetings; on-site review; preparing bulletins, clarifications, and request for proposals; answering questions; reviewing pay requests, preparing punch list and close-out documents.

Services Not Included:

Professional disciplines not included in this proposal: Process and Equipment; Interior Design; Soil Testing & Geotechnical Engineering; Interior Design (FFE); These may be available upon request with appropriate fee adjustments.

Terms: Contract form: B101-2017 Owner-Architect Agreement
 Angus-Young Associates Risk Allocation: \$100,00.00
 Type of Billing: Fixed fee plus reimbursable expenses
 Professional Services Plumbing: \$ 6,000.00
 Construction Administration: \$12,400.00
 Estimated Expenses: \$ 400.00

Total: \$ 18,800.00

Hourly Rates: Principal/Director/Partner V	\$265.00	Principal/Director/Partner IV	\$240.00
Professional V	\$240.00	Principal/Director/Partner III	\$215.00
Professional IV	\$210.00	Designer V	\$200.00
Principal/Director/Partner II	\$185.00	Designer IV	\$180.00
Professional III	\$180.00	Principal/Director/Partner I	\$155.00
Designer III	\$155.00	Technician V	\$155.00
Professional II	\$150.00	Technician IV	\$145.00
Technician III	\$130.00	Professional I	\$125.00
Designer II	\$125.00	Technician II	\$120.00
Administrative V	\$120.00	Designer I	\$115.00
Technician I	\$110.00	Administrative IV	\$105.00
Administrative III	\$85.00	Administrative II	\$65.00
Administrative I	\$50.00		

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

We look forward to working with you on this project.

Sincerely,



James Tibbetts, Project Manager, Assoc. AIA

Authorized By:



Joseph Stadelman, CEO, 01/06/2026
 Architect, AIA, LEED AP

Accepted By:

Signature

Printed Name

Date

ANGUS-YOUNG ASSOCIATES, INC.
STANDARD TERMS AND CONDITIONS

1. SERVICES.

- 1.1. **Scope of Services.** Unless otherwise provided for in these Standard Terms and Conditions (these "Terms and Conditions"), the services Angus-Young Associates, Inc., a Wisconsin corporation ("Angus-Young"), agrees to provide will generally consist of, but may not be limited to, architectural, civil, electrical, mechanical, plumbing, and structural engineering (the "Services"). The actual Services included are set forth in the proposal to which these Terms and Conditions are attached ("Proposal," which with these Terms and Conditions, collectively the "Agreement").
- 1.2. **Not Included in Services.** The Services will not include, and Angus-Young will not coordinate the provision of any of the following: soils, concrete, material, and performance testing; site surveying services; design of pre-engineered building components; other professional services such as real estate, accounting, or legal services. Angus-Young will not specify construction procedures, manage or supervise construction, or implement or be responsible for construction site health and safety procedures and Angus-Young will not have control or charge of and will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs. To the extent Client questions whether a Service is included herein, Client shall make a written inquiry to which Angus-Young will respond, in writing, within three (3) business days of receipt of Client's inquiry.
- 1.3. **Information from Client.** With respect to providing the Services, Angus-Young shall be entitled to rely upon the accuracy and completeness of information provided by Client or Client's affiliates, including but not limited to space requirements, design criteria and project requirements; drawings, specifications, surveys, and soils engineering reports; and any other reports or other documents reasonably necessary for Angus-Young to provide the Services to Client ("Client Information"). Client represents and warrants that the Client Information is true, correct, and accurate and that the same may be used in connection with the Services.

2. STANDARD OF CARE. Angus-Young will perform the Services consistent with the professional skill and care ordinarily provided by architects, engineers, and other design professionals practicing in the same or similar specialization, locality, and under the same or similar circumstances. Angus-Young will perform its services in a reasonably expeditious manner that is consistent with such professional skill and care and the orderly progress of the Services.

3. PAYMENT.

- 3.1. **Service Fee.** The payment to Angus-Young by Client for the Services (the "Service Fee") shall either be (i) an agreed upon amount that is fixed at the commencement of the Services or at the inception of a subsequent written agreement between Angus-Young and the Client (a "Fixed Fee"); or (ii) based upon standard hourly rates and expenses and/or materials (a "Variable Fee"). Angus-Young's standard hourly rates may be adjusted from time to time in Angus-Young's sole discretion.
- 3.2. **Reimbursable Expenses.** In addition to the Service Fee, Client shall reimburse Angus-Young for actual and necessary expenditures, including but not limited to, submittal and approval fees, printing, reproduction of drawings and specifications, rendering and presentation materials, mailing, advertising fees, and travel expenses (the "Reimbursable Expenses"). Reimbursable Expenses will be invoiced at cost *plus* fifteen percent (15%) and may either be included on the invoice as a separate expense from the Service Fee or included in the Service Fee (only when the Service Fee has been specifically adjusted to include the Reimbursable Expenses).
- 3.3. **Payment Terms.** Angus-Young will invoice Client monthly for the Service Fee and any Reimbursable Expenses based on the progress of work completed and expenses incurred. Payment shall be due within twenty-one (21) calendar days from date of invoice. In addition to the Service Fees and Reimbursable Expenses, compounding interest of one percent (1%) per month (12% per annum) will be charged on balances outstanding for sixty (60) calendar days or more from date of invoice.
- 3.4. **Taxes and Duties.** Except for Angus-Young's net income taxes and payroll obligations, Client is liable for all applicable federal, state, and local sales, foreign withholding, value added, use, property, excise, service and other taxes, and all duties and customs fees relating to Client's receipt of the Services.

4. INSTRUMENTS OF SERVICE.

- 4.1. **Reservation of Rights.** Angus-Young will retain ownership and all common law, statutory and other reserved rights, including copyrights, in and to any and all calculations, computer files, drawings, specifications, reports, and other documents and electronic data (the "Instruments of Service") prepared for Client by Angus-Young, Angus-Young's independent professional associate(s), and/or Angus-Young's subconsultant(s).
- 4.2. **Limited License.** Upon payment in full under Section 3 of this Agreement, Angus-Young will grant Client a limited license to the Instruments of Service solely and exclusively for use pursuant to the Services (the "Limited License"). Client shall not assign, delegate, sublicense, pledge or otherwise transfer the Limited License granted herein without the prior written consent of

Angus-Young. Except for the Limited License, no other license shall be deemed granted or implied and any use of the Instruments of Service not authorized by Angus-Young (any "Unauthorized Use") shall be at Client's sole risk and responsibility. Furthermore, Client shall defend, indemnify, and hold harmless Angus-Young, its employees, agents, shareholders, directors, consultants, subconsultants, independent professional associates, and subcontractors, from and against any and all damages, liabilities, losses, and expenses, including reasonable attorney's fees, arising out of any Unauthorized Use.

4.3. As-Built Conditions. Unless otherwise indicated in writing by Angus-Young, no Instrument of Service shall be considered to depict or document any "as-built" condition for the purposes of this Agreement.

5. **EXISTING FACILITIES.**

5.1. Existing Facilities. In the event Angus-Young provides Services for Client that involves any existing construction or facility not designed, engineered, or otherwise known to Angus-Young (each an "Existing Facility"), Angus-Young shall be entitled to assume that (i) an Existing Facility is as indicated in any Client Information; (ii) an Existing Facility meets all code requirements; and (iii) construction of an Existing Facility is consistent with its visible composition. Angus-Young will rely on the content, accuracy, and completeness of Client Information about an Existing Facility, including but not limited to the compatibility of the Client Information and other information or performance specifications with respect to an owner's project criteria (as applicable).

5.2. Revealed Construction. Angus-Young will not be responsible to verify elements or construction of an Existing Facility. In the event that construction or a condition inconsistent with the Client's Documents is uncovered or revealed ("Revealed Construction"), Client acknowledges and agrees that Angus-Young will not be responsible for any additional costs associated with the Revealed Construction, and that such Revealed Construction may require additional investigation and/or Services, which will be charged as an additional expense to Client at Angus-Young's standard hourly rates.

6. **TERMINATION.**

6.1. Termination without Cause. The Services contemplated under this Agreement may be terminated, in whole or in part, at any time, only upon mutual agreement in writing between Angus-Young and the Client.

6.2. Termination for Cause. Angus-Young, in its sole discretion and without waiving any claim or right against the Client and without liability whatsoever to the Client, may terminate the Services contemplated under this Agreement, in whole or in part, as follows (each a "Termination for Cause"):

- (i) Upon Client's failure to pay the Service Fees and/or Reimbursable Expenses within thirty (30) calendar days of the date of invoice ("Payment Default");
- (ii) Upon Client's failure to pay any undisputed amount when due or in full two (2) times or more during any six (6) month period;
- (iii) Upon Client's insolvency, petition for voluntary or involuntary bankruptcy, the making or seeking to make a general assignment for the benefit of its creditors, or the appointment of a receiver, trustee, or custodian to take charge of or sell any material portion of Client or its property or business; and/or
- (iv) Upon a material breach by Client of this Agreement, or any other agreement between Angus-Young and Client, where Client fails to cure such breach within seven (7) calendar days of receipt of notice from Angus-Young ("Notice of Breach").

6.3. Acceleration of Fixed Fee. Under a Fixed Fee arrangement, a Termination for Cause shall accelerate the entire amount of the Fixed Fee to become immediately due and payable in full to Angus-Young.

7. **DISCLAIMER OF WARRANTY.**

7.1. **ALL WARRANTIES AND GUARANTIES ARE EXPRESSLY DISCLAIMED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, TITLE, AND OF NONINFRINGEMENT. ANGUS-YOUNG SPECIFICALLY DISCLAIMS ANY WARRANTY ARISING UNDER STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. ANGUS-YOUNG DOES NOT WARRANT THAT THE SERVICES WILL BE ERROR-FREE OR PROVIDED ON AN UNINTERRUPTED BASIS.**

8. **LIMITATION OF LIABILITY.**

8.1. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ANGUS-YOUNG BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) HOWEVER CAUSED AND ON ANY LEGAL OR EQUITABLE THEORY OF LIABILITY, AND WHETHER OR NOT FOR BREACH OF CONTRACT, NEGLIGENCE OR OTHERWISE, EVEN IF ANGUS-YOUNG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY BREACH OF CONDITION(S) OR FUNDAMENTAL TERM(S) OR FOR A FUNDAMENTAL BREACH(ES). IN ANY CASE, ANGUS-YOUNG'S ENTIRE LIABILITY**

UNDER ANY PROVISION OF THIS AGREEMENT SHALL NOT EXCEED THE RISK ALLOCATION AMOUNT SET FORTH HEREIN OR, IF NO SPECIFIC AMOUNT IS SET FORTH, THE AMOUNT RECEIVED BY ANGUS-YOUNG FROM CLIENT FOR THE SERVICES. THIS LIMITATION OF LIABILITY IS CUMULATIVE WITH ALL SUCH PARTY'S EXPENDITURES BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT.

9. GENERAL PROVISIONS.

- 9.1. **Enforcement Costs.** In the event Angus-Young is required to enforce any provision of this Agreement, Angus-Young shall be entitled to recover the costs of such enforcement from Client, including, but not limited to, reasonable attorneys' fees and other costs and expenses incurred by Angus-Young.
- 9.2. **No Assignment.** This Agreement and all rights and obligations of the Client herein may not be transferred or assigned at any time without prior written consent of Angus-Young, which consent may be withheld in its sole discretion. In any event, no such assignment shall release the Client from any obligations pursuant to this Agreement.
- 9.3. **Governing Law.** This Agreement shall be governed by and interpreted and construed in accordance with the laws of the State of Wisconsin without regard to its choice of law rules. In the event of any dispute, the venue for any litigation shall be the Circuit Court of Rock County, Wisconsin.
- 9.4. **Severability.** If any provision of this Agreement is adjudicated invalid or unenforceable, it shall be judicially amended in such fashion as to render the provision valid and enforceable, and to reflect, to the extent possible, the original intent of the parties. If any provision of this Agreement is amended or stricken as a result of its invalidity or unenforceability, such amendment or deletion shall not affect the remaining provisions herein.
- 9.5. **Integrated Agreement.** This Agreement contains the entire agreement of the parties with respect to its subject matter, all contemporaneous and prior negotiations having been merged herein, and may only be modified or amended only by written instrument signed by both parties. Any and all accepted quotes, statements of work, proposals, estimates, or other agreements between the parties specifically incorporate these Terms and Conditions unless otherwise expressly set forth in writing and signed by Angus-Young and the Client.
- 9.6. **Sole Benefit of the Parties.** This Agreement is for the exclusive benefit of Angus-Young, the Client, and their respective successors and/or assigns, and will not be deemed to give any legal or equitable right, remedy, or claim, either express or implied, to any other entity or person whatsoever, other than to Angus-Young, and the Client.
- 9.7. **Notice Required to Preserve Lien Rights.** **THIS IS TO NOTIFY AN OWNER THAT IF NOT PAID FOR ANY OR ALL SERVICES PROVIDED, ANGUS-YOUNG MAY EXERCISE IT'S RIGHT TO PLACE A LIEN ON PROPERTY.** As required by Wisconsin Construction Lien Law, Angus-Young hereby notifies the Parties hereto that persons or companies furnishing labor or materials for the construction on an Owner's land may have lien rights in an Owner's land and buildings if not paid. Those entitled to lien rights in such an instance, in addition to Angus-Young, are those who contract directly with an Owner or those who give an Owner notice within sixty (60) calendar days after they first furnish labor or materials for the construction. Accordingly, an Owner will probably receive notices from those who furnish labor or materials for the construction and should give a copy of each notice received to its mortgage lender, if any. Angus-Young agrees to co-operate with an Owner and an Owner's lender, if any, to see that all potential lien claimants are duly paid.

END OF STANDARD TERMS AND CONDITIONS