

# LEGAT ARCHITECTS

Design with a Difference

March 4, 2025

VIA Email

Dr. Sharon Williams  
Superintendent  
Rock Island-Milan School District  
2000 7<sup>th</sup> Avenue  
Rock Island, IL 61201

RE 2025 Facility Improvements  
**Proposal to Provide Professional Architectural Services**

Dear Dr. Williams:

Legat Architects ("Architect") is pleased to have the opportunity to continue to provide professional architectural services to Rock Island-Milan School District ("Client"). The purpose of this letter is to confirm our understanding of the scope of work and to identify the professional services to be provided and related fees.

## 1.0 Project Parameters

### 1.1 Project Objective:

- 1.1.1 Denkmann Elementary School – Tuckpointing on Northern and Western portions of building exterior and roofing replacement in its entirety.
- 1.1.2 Longfellow Elementary School – Tuckpointing on original building exterior.
- 1.1.3 Rock Island High School – Tuckpointing on portions of building exterior and interior at the Small Gymnasium.
- 1.1.4 Earl Hanson Elementary School – Fire Alarm System replacement in its entirety.
- 1.1.5 Thomas Jefferson – Fire Alarm System replacement in its entirety.
- 1.1.6 Rock Island Center for Math & Science – Parking lot re-striping and additional lighting, new fencing around playground and concrete repairs at front entry.

### 1.2 Locations:

- 1.2.1 Denkmann Elementary School, 4101 22<sup>nd</sup> Avenue, Rock Island, IL 61201
- 1.2.2 Longfellow Elementary School, 4100 7<sup>th</sup> Avenue, Rock Island, IL 61201
- 1.2.3 Rock Island High School, 1400 25<sup>th</sup> Avenue, Rock Island, IL 61201
- 1.2.4 Earl Hanson Elementary School, 4000 9<sup>th</sup> Street, Rock Island, IL 61201
- 1.2.5 Thomas Jefferson Elementary School, 1307 4<sup>th</sup> Street, Milan, IL 61264
- 1.2.6 Rock Island Center for Math & Science, 2101 16<sup>th</sup> Avenue, Rock Island, IL 61201

1.3 Project Delivery Method: It is Legat Architect's understanding the Client intends to use a design-bid-build delivery method and award a construction contract(s) to a general contractor.

1.4 Budget Parameters: The estimate of probable cost for each above referenced scope is listed below:

1.4.1	Denkmann Elementary School Tuckpointing	~\$250,000.00
1.4.2	Denkmann Elementary School Roofing	~\$1,102,000.00
1.4.3	Longfellow Elementary School Tuckpointing	~\$265,000.00
1.4.4	Rock Island High School Tuckpointing	~\$150,000.00
1.4.5	Earl Hanson Fire Alarm Replacement	~\$245,000.00
1.4.6	Thomas Jefferson Fire Alarm Replacement	~\$180,000.00
1.4.7	Center for Math & Science Parking Lot Improvements	~\$200,000.00

## **2.0 Architect's Scope of Services**

### **2.1 Project Inception Phase**

- 2.1.1 The Architect will provide a visual assessment of the existing conditions affected by the scope of work line items; and
- 2.1.2 The Architect will assist the Client to modify the scope of work line items as required based on the results of the visual assessment and/or detailed investigations and to assess the impact on the initial estimate of probable cost; and
- 2.1.3 The Architect will provide an updated estimate of probable; and
- 2.1.4 The Architect will attend one (1) meeting as required to complete this phase and receive initial approval of the scope of work from the Board of Education.

### **2.2 Construction Documents Phase:**

- 2.2.1 The Architect will complete drawings and specifications suitable for bidding; and
- 2.2.2 The Architect will consult as required with authorities which may jurisdiction over scope of work line item(s); and
- 2.2.3 The Architect will facilitate the review of drawings and specifications by the Client at significant milestones as determined by the Client and Architect.

### **2.3 Bidding & Negotiations Phase:**

- 2.3.1 The Architect will assist the Client in bidding the project and in the selection of the most qualified bidder; and
- 2.3.2 The Architect will prepare and submit necessary building permit paperwork to authorities having jurisdiction over scope of work line items(s) associated with the design of architectural, mechanical, electrical, and plumbing disciplines; and
- 2.3.3 The Architect will attend one pre-bid and one bid opening meeting to complete this phase and assist the client with the approval of construction contract(s) by the Board of Education.

### **2.4 Construction Phase:**

- 2.4.1 The Architect will assist in administering the Contract for Construction; and
- 2.4.2 The Architect will attend Pre-Construction Meetings, Mobilization Meetings, weekly Owner-Architect-General Contractor meetings while construction operations are in progress, and Closeout Coordination Meetings; and
- 2.4.3 The Architect will perform weekly job-site observations while construction operations are in progress; and
- 2.4.4 The Architect may perform additional observations at instances of critical construction activity; and
- 2.4.5 The Architect will assist the Client with facilitating project closeout.

## **3.0 Deliverables**

- 3.1 Construction Documents will consist of drawings and specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work.

#### 4.0 Project Schedule

- 4.1 The proposed project schedule is below (this is subject to change based on findings during onsite review).
- 4.1.1 Authorization to proceed: March 11, 2025
  - 4.1.2 Design Document Phase: March 12, 2025 – March 31, 2025
  - 4.1.3 Bidding Phase: April 1, 2025 – April 14, 2025
  - 4.1.4 Construction Phase: June – August 2025
- 4.2 Once established, the project schedule is subject to decisions made in timely manner pertaining to the documents submitted by the Architect for review in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

#### 5.0 Compensation

- 5.1 The Architects' current agreement with the District is a sliding scale based upon a percentage of construction cost. Based on the outlined scope of work, our fee will be 8.5% of the total construction cost.
- 5.1.1 The above referenced percentage includes the following consultants: Electrical Engineer and Fire Protection Engineer.
  - 5.1.2 Specialty consultants not included in the above referenced percentage will be billed as reimbursable expenses. Refer to reimbursable section below for budgetary fees related to potential specialty consultants.
  - 5.1.3 Compensation for Alternates not included in the Contract for Construction shall be billed at 80% of the total cost of the Alternates as identified on the Bid Form of the general contractor awarded the Contract for Construction.
  - 5.1.4 Compensation for Change Orders shall be at the same percentage and based on the construction cost of the change order.
  - 5.1.5 The Client's unspent contingency and unspent cash allowances shall be excluded from the compensation calculations.
- 5.2 Reimbursable Expenses will be in addition to the Architect's compensation and shall be invoiced using the multipliers indicated below times the expenses incurred by Legat Architects.
- 5.2.1 Estimated cost of necessary specialty consultants based upon on preliminary scope are listed below. These reimbursable consultants, as approved by the Client, will be invoiced at 1.25 times for coordination purposes.
    - 5.2.1.1 Civil Engineering (Required) ~\$10,500.00
    - 5.2.1.2 Site Survey (Required) ~\$1,500.00
    - 5.2.1.3 Utility Survey (If Necessary) ~\$2,500.00
  - 5.2.2 Reproduction costs for drawings, specifications, addenda, reports, etc. required to be submitted at the end of each contractual phase and for bidding purposes shall be invoiced at 1.10 times.
  - 5.2.3 Postage and delivery charges for bid documents and materials requested by the Client or required by authorities having jurisdiction shall be invoiced at 1.10 times.
  - 5.2.4 Other specialty consultants as approved by the Client will be invoiced at 1.25 times.

## **6.0 Client's Responsibilities**

- 6.1 The Client will provide access to the Project Locations and facilities and to all original construction drawings, as-built documents, etc. that document the existing conditions.
- 6.2 The Client will provide floor plans for each Project Location in a digital format compatible with either Autodesk AutoCAD software or Autodesk Revit software.
- 6.3 The Client will designate a representative authorized to act on the Client's behalf with respect to the projects. The authorized representative will render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

## **7.0 Miscellaneous Provisions**

- 7.1 Unless otherwise provided in this Agreement, Legat Architects and Legat Architects' consultants will have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.
- 7.2 Estimates of Probable Cost will be completed by referencing several sources, including active construction projects involving Legat Architects, R.S. Means Construction Cost Data, and historical construction information.

Until the Agreement is executed, you can authorize Legat Architects to proceed by signing below. Please note that Legat Architects will not begin work until written authorization to proceed is received.

If you have any questions regarding this proposal, please contact me at your earliest convenience.

Thank you.

Sincerely,  
Legat Architects, Inc.



Kalyssa Worden  
Project Associate

Legat Architects, Inc.  
1515 5<sup>th</sup> Avenue, Suite 108  
Moline, IL 61265

Rock Island – Milan School District 41  
2025 Facility Improvements  
**Proposal to Provide Professional Architectural Services**  
March 4, 2025  
Page 5 of 5

AUTHORIZATION We accept the terms of this Proposal:

OWNER  
Rock Island-Milan School District 41  
2000 7<sup>th</sup> Avenue  
Rock Island, IL 61201

ARCHITECT  
Legat Architects, Inc.  
1515 5<sup>th</sup> Avenue, Suite 108  
Moline, IL 61265

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE



\_\_\_\_\_  
SIGNATURE

Kalyssa Worden

\_\_\_\_\_  
PRINT NAME

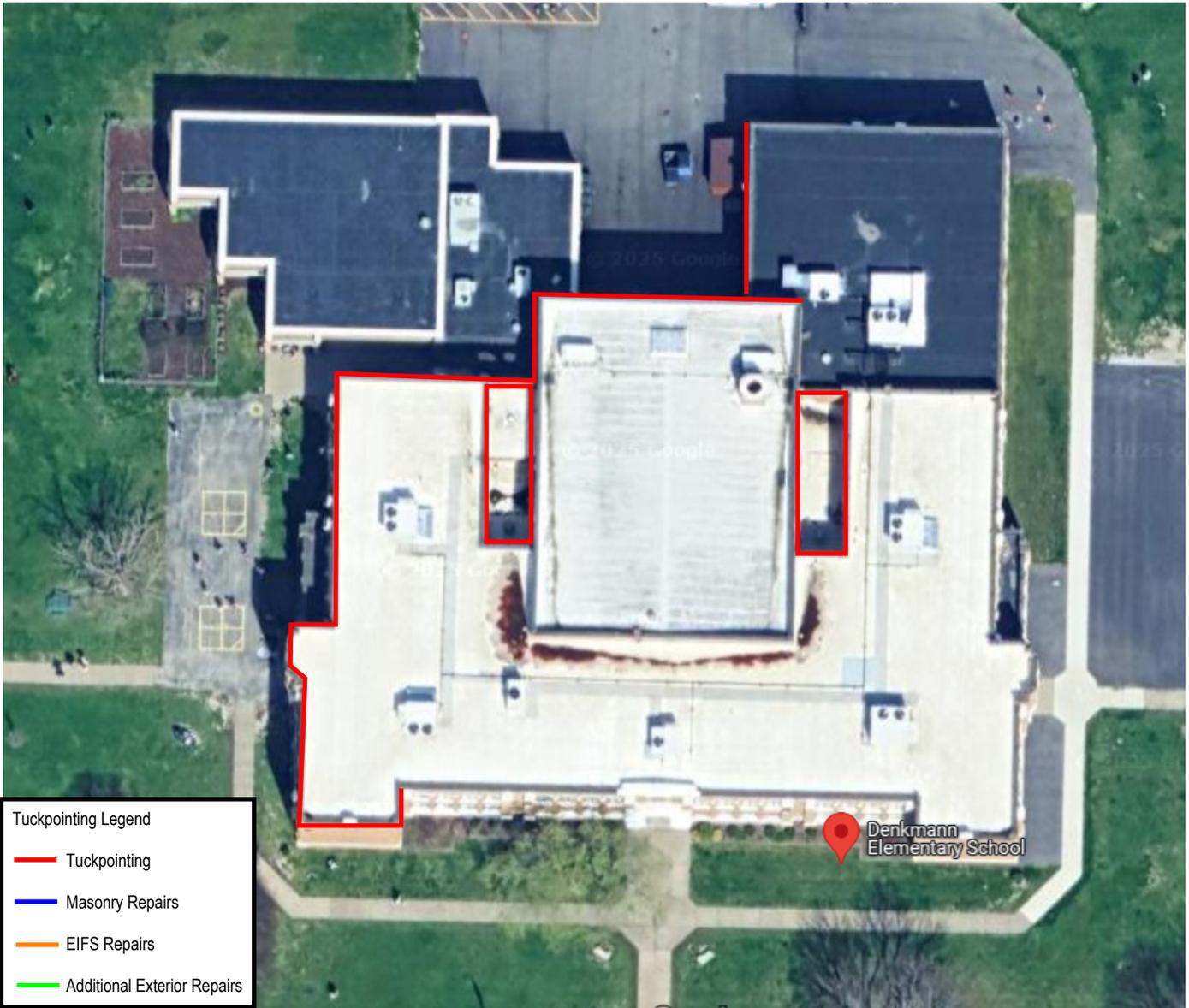
Project Associate

\_\_\_\_\_  
TITLE

March 4, 2025

\_\_\_\_\_  
DATE

**Denkman Elementary Tuckpointing**  
4101 22nd Avenue  
Rock Island, IL 61201

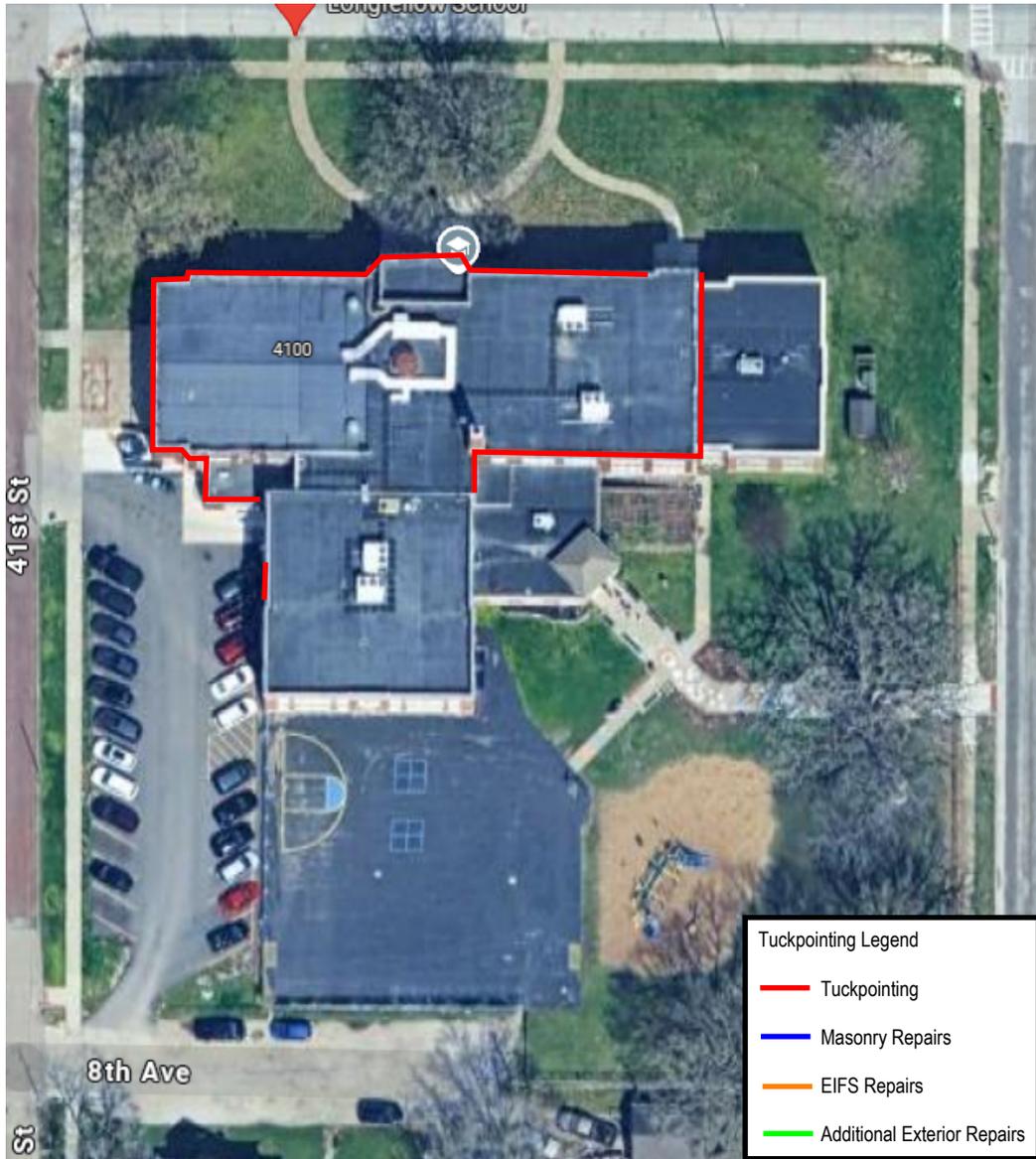


**Denkman Elementary Roofing**

4101 22nd Avenue  
Rock Island, IL 61201

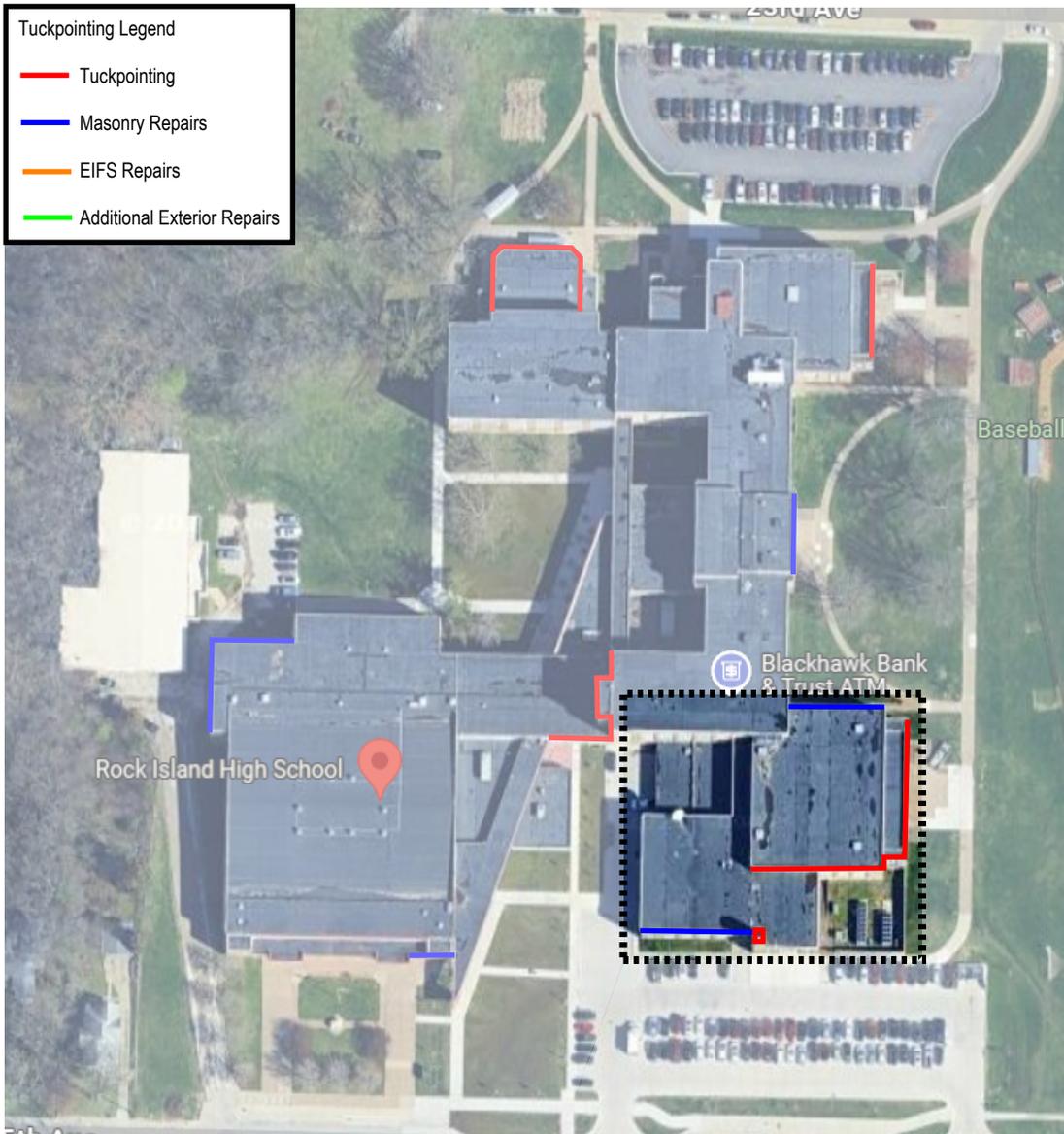


**Longfellow Elementary Tuckpointing**  
4100 7th Avenue  
Rock Island, IL 61201



# Rock Island High School Tuckpointing

1400 25th Avenue  
Rock Island, IL 61201



**Earl Hanson Elementary Fire Alarm**

4000 9th Street  
Rock Island, IL 61201

Design Proposal Board Approval – March 11, 2025

Out to Bid – March 31, 2025 (3 week design period)

Bid Opening – April 14, 2025 (2 week bid period)

Construction Board Approval – April 22, 2025 (About 7 weeks for material procurement)

Construction Duration – June 9, 2025 - July 31, 2025

**Thomas Jefferson Elementary Fire Alarm**

1307 4th Street W  
Milan, IL 61264

Design Proposal Board Approval – March 11, 2025

Out to Bid – March 31, 2025 (3 week design period)

Bid Opening – April 14, 2025 (2 week bid period)

Construction Board Approval – April 22, 2025 (About 7 weeks for material procurement)

Construction Duration – June 9, 2025 - July 31, 2025

# Rock Island Center for Math & Science Parking Lot

2101 16th Avenue  
Rock Island, IL 61201



**PROPOSAL FOR**  
**Rock Island – Milan School District**  
**Center for Math and Science**

**PROJECT UNDERSTANDING**

1. Brief Project Description:

Project includes partial topographic survey and development of civil engineering construction plans for the proposed improvements listed below.

All work will be completed in accordance with the Local Municipality's Code of Ordinances and all other State and/or Federal regulatory agencies involved. A detailed description of the proposed Scope of Services follows.

2. Reference:





## PROJECT SERVICES AND COMPENSATION

Compensation And Conditions (Fee Schedule):

Topographic Survey <i>(Base Fee)</i>	\$ 1,500
Construction Documents & Deliverables <i>(Base Fee)</i>	\$ 10,500
<b>TOTAL BASE FEE:</b>	<b>\$ 12,000.00</b>
Third Party Utility Location Service Estimate <i>(If Requested or Necessary)</i>	\$ 2,500

Minor variations are expected to occur in the scope of the project that should not alter the above fees. In the event that the physical scope of the project, time of completion, or the services required are materially changed or the projections of the program are radically modified, then appropriate adjustments will be made to the fixed fee to compensate for any reduction or addition to the basic services. Adjustments to the fixed fee will be made at the rate shown in the 'Hourly Rate Schedule' of this proposal.

RTM will perform the services stipulated above for the fees outlined below plus reimbursable expenses. Hourly services will be pursuant to our Hourly Rate Schedule. We are prepared to commence work immediately upon receipt of a signed proposal. This proposal is valid for 90 days.

### REIMBURSABLES

Reimbursable expenses will be billed at a 10% markup..



**AGREEMENT & ACCEPTANCE**

For the basic services described in this proposal, we request the following terms of payment:

- Payment of invoices to RTM Engineering Consultants, LLC, shall be within a maximum of thirty (30) days net after issue of invoices.
- Monthly submittal of invoices for the services rendered.
- Any additional services not covered in this Proposal will be billed at the rates shown in 'Hourly Rate Schedule.'

Our ability to carry out the required work is heavily dependent upon our past experience. We will preserve the confidential nature of any information received from you or developed during work in accordance with our established professional standards.

Technical data, documents, drawings, specifications, or memoranda resulting from this assignment are not to be reproduced in whole or in part for use outside our organization without prior written approval.

If this proposal meets with your approval, please sign and date below. The stated Scope of Services together with the assumptions, clarifications, exclusions, associated fees and Terms and Conditions shall constitute our agreement to provide professional services for the project. We will commence work upon receipt of a signed agreement. This proposal will be valid for a period of 30 days from the date of preparation.

**SUBMITTED BY:**

**AGREEMENT & ACCEPTANCE:**

Calisse McPherson, Principal  
RTM Engineering Consultants, LLC

By: \_\_\_\_\_

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

Company: \_\_\_\_\_

Date: \_\_\_\_\_



## Terms and Conditions

These Standard Terms and Conditions are incorporated by reference into and made a part of the proposal and agreements between RTM and Client. In the event of a conflict between these Standard Terms and Conditions and any proposal or agreement between RTM and Client, these Standard Terms and Conditions shall govern.

1. **Parties.** "Client" shall be the party identified as such in the proposal or agreement, or, if none is defined, shall be the party to whom the proposal or agreement is addressed. "RTM" shall mean RTM Engineering Consultants, LLC.

2. **Client and Project Information.** Client shall provide accurate information regarding the Project, as applicable and as is available, including surveys, as-built drawings, all known site conditions, restrictions, permit requirements, easements, and legal requirements applicable to the property; a program setting forth objectives, schedule, and constraints; a budget with reasonable contingencies; and criteria for rendition of services by RTM. RTM shall be entitled to rely on the accuracy and completeness of all information and services provided by Client.

3. **Scope of Services.** RTM's scope of services shall include only those services identified in the proposal or agreement. The duties, responsibilities, and limitations of authority of RTM shall not be restricted, modified, or extended without a signed, written agreement between Client and RTM. Neither Client nor RTM shall make changes to the other's instruments of service.

4. **Additional Services.** Services requested, authorized or confirmed in writing, signed or initiated by Client and not described above, including any other services not otherwise expressly included in the proposal or agreement, or not customarily furnished as basic services in a generally accepted consulting engineer practice, shall constitute additional services compensable as mutually agreed or as provided herein ("Additional Services"). If no agreement is reached in advance, time spent by RTM providing Additional Services shall be billed at the rates set forth in the Hourly Fee Schedule.

5. **Schedule, Budget, and Standard of Care.** RTM shall perform its services as expeditiously as is consistent with reasonable skill and care. RTM agrees to perform its services in a manner that is consistent with the degree of care and skill ordinarily exercised by members of the same profession under similar circumstances. In providing services under this agreement under this standard of care, however, RTM makes no express or implied warranties or guarantees. RTM's opinions or evaluations of the Project's budget and estimates of construction cost prepared by RTM represent RTM's reasonable judgment as a design professional familiar with the industry. Client understands neither Client nor RTM can control the costs of labor, materials, or prices under market conditions existing at the time of bidding. RTM's estimate of quantities is provided only as a guide for opinions of cost purposes. The client agrees and understands that the contractor shall be responsible for the final determination of all quantities. As such, RTM cannot and does not warrant or guarantee that the bids or final construction cost will not exceed any estimates given by RTM. If Client has retained or intends to retain separate contractors, consultants, and other professionals in connection with the Project, RTM shall not be responsible for the work, services, acts, errors, or omissions of such separate contractors, consultants, and other professionals.

6. **Construction Administration.** If RTM's services include construction-phase administration of the work in progress, RTM's responsibilities during construction administration may consist of the following duties only as specifically included in RTM's scope of services:

Act as a representative, but not an agent, of Client at the site of the Project, with authority only as provided herein. RTM shall (i) have the authority but not the duty to reject work that does not conform to RTM's Contract Documents; (ii) have the authority but not the duty to request additional inspections or testing of the work whenever, in RTM's reasonable opinion, same is necessary or advisable for the implementation of the intent of RTM's Contract Documents; (iii) have the authority to review and comment or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data, and Samples required by RTM's Contract Documents, but only for the limited purpose of checking for conformance with Contract Documents (except for dimension, quantities, and installation capability-- which are the responsibilities of the Contractor and/or its subcontractors), other information given, and the design concept expressed in the Contract Documents, *provided however*, RTM's review of a specific item shall not indicate approval of an assembly of which the item is a component;

a. and (iv) with prior written approval from Client, prepare and recommend that Client issue Change Orders and Construction Change Directives, along with supporting documentation and data;

b. Advise and consult with Client during construction on the Project until the final payment to the Contractor is due and, as an Additional Service, during any period thereafter in which changes are to be made by the Contractor;

c. Visit the site of the Project to observe the Work in order to become generally familiar with the progress and quality of the Work included in RTM's Contract Documents and completed to date and to determine whether, in general, the Work included in RTM's Contract Documents is being performed by the Contractor in a manner consistent with the requirements of RTM's Contract Documents: (i) at intervals which are appropriate, in RTM's reasonable discretion, to the stage of construction; or (ii) as otherwise agreed to by Client and RTM in writing, provided however, that in no event shall RTM be required to make exhaustive or continuous on-site inspections in order to check the quality or quantity of the Work, nor shall RTM be responsible for or review of any of Contractor's means, methods, techniques, sequences or procedures, or for safety precautions in connection with the Work, since these are solely the responsibility of the Contractor. Based upon said observations, RTM shall keep Client reasonably informed of the progress and quality of Work to the extent reasonable under the circumstances and in the exercise of the standard of care provided herein;

d. If included in RTM's scope of services, review and clarify amounts due to the Contractor based on RTM's observations at the site and evaluation of the Contractor's applications for payment. RTM's certification for payment constitutes a representation to Client, based upon RTM's observations at the site and on the data contained in the Contractor's application for payment, that the Work represented therein, to the best of RTM's knowledge, information and belief, has progressed to the point indicated thereon, and that the quality of the Work is in general accordance with all the Contract Documents, provided however, that the issuance of such a certification for payment is not a representation that RTM has: (i) made an exhaustive or continuous on-site inspection to check the quality or quantity of the Work done by the Contractor; (ii) reviewed the construction means, methods, techniques, sequences or procedures used by the Contractor; (iii) reviewed copies of requisitions received from Subcontractors or material suppliers; or (iv) ascertained how or for what purpose the Contractor has used money previously paid under the terms hereof;

e. Conduct observations to determine conformity with the dates of Substantial Completion and Final Completion and to issue a final Certificate of Payment.

f. Upon written request of Client or the Contractor, interpret and decide matters concerning performance thereof under the requirements of the Contract Documents. RTM's response to such requests shall be made with reasonable promptness. When making such interpretations and decisions, RTM shall not be liable for results of interpretations or decisions rendered in good faith and in accordance with the standard of care.

7. **Payment.** Client agrees to pay RTM within 30 days of receipt of RTM's invoice and any supporting documentation reasonably requested by Client. Invoices unpaid after 30 days shall accrue interest at the rate of one percent per month. Should Client fail to pay any amounts due hereunder or for any other services under any other agreements between Client and RTM, and such non-payment exceeds 45 days, RTM may, without prejudice to any other rights and remedies, suspend services on all agreements between Client and RTM until all amounts due are paid in full. In addition, at RTM's option, Client may be required to provide reasonable evidence of financial ability to perform Client's obligations under this Agreement. In the event of such suspension of services by RTM, should Client continue to fail to pay all amounts due in full by the close of business on the thirtieth (30<sup>th</sup>) day following suspension by RTM, then RTM may, without prejudice to any other rights and remedies, terminate the agreement or agreements between Client and RTM and recover damages. In the event of any suspension of services or termination by RTM for Client's failure to timely pay RTM, or in the event that RTM must enforce the terms of the agreement between Client and RTM, RTM shall have no liability for delays in the progress of the Work and RTM shall be entitled to recover its costs of early suspension or termination, remobilization, reasonable attorneys' fees, costs, and expenses. If Client is another design professional to which RTM is a subconsultant on the Project, the time periods identified in this Section 7 shall be extended by 15 days.

**Dispute Resolution.** Any proposals or agreements between Client and RTM shall be governed by the

laws of the state in which the project is located without regard to its conflict of law rules. If mutually agreed, the parties may submit any disputes between Client and RTM to mediation, which shall be located in the greater Chicago, Illinois metropolitan area. All costs for such mediation shall be shared equally by the parties.

8. **Electronically Transmitted Data.** Data, design information, specifications, CAD files, or other information transmitted electronically are provided for Client's convenience, but are "as-is" without warranty of media, content, or compatibility with Client's systems. Client acknowledges and accepts the risk and responsibility for damages to Client's hardware or software related to the use or transfer of RTM's electronic data. Client understands that RTM cannot be responsible for unauthorized changes in electronic data and that differences may exist between electronically delivered or transmitted data and the hard copy of instruments of service. In the event of any conflict between RTM's electronically delivered or transmitted data and hard copies of RTM's instruments of service, the hard copies of RTM's instruments of service shall govern. Under no circumstances will RTM's delivery or transmission of electronic data be deemed a sale. With respect to electronically delivered or transmitted data, RTM makes no warranty, either express or implied, of merchantability, compatibility, or fitness for any particular purpose.

9. **Limitation of Liability.** The parties hereby waive, as against each other, any claims for incidental, special, exemplary, or consequential damages. In addition, Client understands and acknowledges that the design and construction process for this Project poses certain risks to both RTM and Client. Client further understands and acknowledges the amount of risk that RTM will accept is tied, in part, to the amount of compensation received for services rendered. RTM's fee for the services offered is based on Client's agreement to limit RTM's liability as described below. Client further acknowledges that were it not for this promise to limit RTM's liability, RTM's compensation would be greater to address the risks posed by this Project. Client, therefore, acknowledges its right to discuss this provision with legal counsel and voluntarily agrees that, to the fullest extent permitted by law, RTM's total liability to Client for any and all injuries, claims, liabilities, losses, costs, expenses, or damages whatsoever arising out of or in any way related to the Project, the proposal, or Agreement from any cause or causes including, but not limited to, RTM's negligence, errors, omissions, breach of contract, or any other legal theory, shall not exceed the greater of (i) total compensation received by RTM under this agreement or (ii) proceeds from available insurance coverage.

10. **Copyrights and Licenses.** RTM shall be considered the author of the drawings, specifications, and other documents prepared by it for the Project ("Instruments of Service"), and RTM shall at all times hold the copyright therein. Upon payment to RTM for all services rendered under the terms of this Agreement, RTM grants to Client a non-exclusive license to use the Instruments of Service in connection with the design, construction, use, maintenance, and occupancy of the Project. If this Agreement is terminated for any reason prior to completion of the Project, Client may use the Instruments of Service in whole or in part in connection with the completion of the Project, so long as RTM has been compensated for all services rendered through the date of termination and Client does not use the Instruments of Service for any other project without obtaining RTM's consent to such use. RTM shall not be responsible for any changes to the Instruments of Service made by anyone other than RTM or for any failure of shop drawings or other submissions to comply with the Instruments of Service if such shop drawing or other submission has not been approved by RTM.

11. **Insurance.** RTM shall maintain customary insurance with limits and exclusions as reasonably determined by RTM.

12. **Legal Fees.** In the event of a dispute, the non-prevailing party shall be responsible for the legal fees and costs incurred by the prevailing party.

13. **Successors and Assigns.** Neither party shall assign this Agreement (or any right or cause of action arising out of this Agreement or the performance of obligations hereunder) without the written consent of the other.

14. **Entire Agreement.** This Agreement represents the entire and integrated agreement between Client and RTM and supersedes all prior negotiations, representations, or agreements.

15. **Third Parties.** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, any third party.



## SCOPE OF SERVICES AND DELIVERABLES

Includes development of civil engineering construction plans for the proposed improvements listed below and as identified in the request for proposal.

### 1. SURVEY WORK *(Provided by Abbitt Survey & Development, PLLC)*

#### 1.1. Topographic Field Work

- 1.1.1. Elevation Contours at one-foot intervals
- 1.1.2. Location of visible physical features such as pavement, sidewalks, vegetation, building corners and equipment
- 1.1.3. Location of any visible utilities
- 1.1.4. Private utility location services will be engaged to locate underground utilities in areas with no record. This item will only be provided if requested or necessary and a fee for this item is estimated separately in the Fee Schedule above.
- 1.1.5. Horizontal and vertical control points set in field for use in proposed construction

### 2. CONSTRUCTION DOCUMENTS AND DELIVERABLES

#### 2.1. Construction Documents are comprised of plans for site improvements including:

- New fence at asphalt play area and extended south to include existing mulched playground area.
- Add paved access to asphalt play area from the southeast corner of building. Install maintenance gate at north end of new fence with paved access path across the corner at southeast of building. Add additional maintenance gates at south end of asphalt playground.
- Regrade ball drop area; reset pole and equipment; install fescue grass or sod.
- Add additional pavement to allow access for maintenance vehicle on east side of the building; add bollard near the gas service at this location.
- Remove and replace sidewalk at main entrance; install new trench grate across to collect surface drainage.
- Install bollards along entrance drop-off area.
- Install pavers and subdrain to replace landscape area at flagpole
- Note areas of fence replacement along west and north sides of the property
- Coordinate with MEP for parking lot lighting
- Restripe parking lot and add directional arrows.

#### 2.1.1. Construction Details

- 2.1.1.1. Prepare pertinent details required for the project.

#### 2.1.2. Specifications for Construction

- 2.1.2.1. Provide specifications on plan sheets.

#### 2.1.3. Permitting

- 2.1.3.1. No permitting is anticipated.

#### 2.1.4. Meetings

- 2.1.4.1. Attendance at design meetings with Client and/or City, if requested.

#### 2.1.5. Submittals

- 2.1.5.1. Submit current site layout model in CAD format to Client.
- 2.1.5.2. Submit PDF set to Client

#### 2.2. Construction Documents (IFC) Documents provided for this phase include addenda items from bidding phase. Plans are issued for construction.

- 2.2.1. Final Construction Plan Set, incorporating any addenda from bidding phase.



- 2.2.2. Provide CAD file to contractor for use in establishing on-site grades and staking.  
Does not include staking activities.

### **3. CONSTRUCTION ADMINISTRATION (IF REQUESTED)**

- 3.1. Review of shop drawings and material submittals – provided on an “as needed” or “as requested” basis.
- 3.2. Review and responses to RFIs – provided on an “as needed” basis.
- 3.3. Site meetings during construction will be charged at the hourly rates listed below.

### **4. CLIENT RESPONSIBILITIES**

- 4.1. The following are items agreed to by the Client in addition to those that may be listed in the above Scope of Work
  - 4.1.1. Provide access to the property for site investigations as needed.
  - 4.1.2. Provide any available records of existing utilities, agreements, environmental or geotechnical reports, or any other documents material to the development of this Scope of Services and Fee Schedule. Information made available after signing the Agreement that is deemed by RTM to affect the development of said Scope of Work and Fee for Services are Additional Services.
  - 4.1.3. Provide fees associated with any permits, applications, publications, filing, or exhibits.

### **5. EXCLUSIONS**

- 5.1. The following services are not included in the scope of work:
  - 5.1.1. Title research
  - 5.1.2. Expert testimony.
  - 5.1.3. Additional survey work or preparation of any survey documents and exhibits not listed above.
  - 5.1.4. Easement or right-of-way negotiations.
  - 5.1.5. Engineering service and/or coordination regarding archaeological, environmental or historic issues, other than mentioned above.
  - 5.1.6. Stormwater Detention or water quality calculations or design.
  - 5.1.7. Soil testing, geotechnical investigations, environmental reports or studies.
  - 5.1.8. Intersection Design Studies, Traffic Impact Studies, and signal analysis or design.
  - 5.1.9. Public street improvements including the addition of turn lanes
  - 5.1.10. Retaining wall design.
  - 5.1.11. Trash enclosure design.
  - 5.1.12. Dry utilities design/coordination
  - 5.1.13. Grease interceptor sizing
  - 5.1.14. Structural, landscaping, mechanical, electrical, lighting, or technology design beyond coordination with contractor/designer.
  - 5.1.15. Detailed quantity take-offs or estimates of probably cost.
  - 5.1.16. Meetings and public meetings or hearings and associated exhibits other than those listed above.
  - 5.1.17. Bidding documents and bidding services, other than mentioned above.
  - 5.1.18. Construction administration services, site visits, materials testing, inspection, or construction phase services, other than mentioned above.
  - 5.1.19. As-built surveys and certifications and record drawings.
  - 5.1.20. Value Engineering evaluation and redesign after issuance of construction documents



- 5.1.21. Major changes in the scope of the project including receipt of information after signing of the contract that is material to the development of the Scope of Services and Fee Schedule, significant changes to site layout, preparation of more than one bid package or phase, and changes or additions during construction including items due to unknown subsurface conditions or unknown utilities.
- 5.1.22. Project delays exceeding six months will be subject to fee changes for personnel hourly rate adjustments.

\*Services that are excluded can be provided for an additional fee at the request of the client.

**6. HOURLY RATE SCHEDULES**

Time and material expenses shall be billed at the rates shown below. Annual rates are valid for 12 months after the signing of the agreement and are subject to an annual escalation of 5%.

<u>CATEGORY</u>	<u>HOURLY RATES</u>
Principal	\$245.00/Hr.
Senior Project Manager	\$225.00/Hr.
Project Manager	\$210.00/Hr.
Project Engineer	\$200.00/Hr.
Design Engineer	\$175.00/Hr.
Designer	\$150.00/Hr.
Engineering Technician	\$ 90.00/Hr.
Travel & Lodging Expenses	Actual Expense + 10%
Printing & CAD Plots	Actual Expense + 10%