

## **PROPOSED SCOPE OF WORK FOR DUBUQUE SKATEPARK EVALUATION & CONCEPT DESIGN**

Pillar Design Studios, L.L.C. (Pillar) has prepared this scope of work to summarize our design process and to aid in the clarification of project responsibilities. Accordingly Pillar is providing the City of Dubuque (CLIENT) with this scope of work for the Skatepark project. Pillar will serve as the Skate Park Designer and Specialist.

### **Services Include:**

- Skatepark Evaluation & Conceptual Design
- Site Visits, Design and Public Meetings
  - a. Trip # 1 – Includes the Project Kick Off Meeting, Current Skatepark Evaluation Site Visits and both the Private and Public Design Meetings.
  - b. Trip # 2 – Includes Private & Public Design Meetings, as well as site visits for the new Skatepark location.
  - c. Trip # 3 - (If applicable) Includes Private and Public Design Meetings, focusing on final Skatepark design and site recommendation presentation(s).

### **PHASE I – Skatepark Evaluation and Schematic Design**

#### **Objectives:**

- Define scope of work, budget, schedule and overall project coordination.
- Review any existing studies, design concepts, existing data sources and any other applicable work done to date in regards to this project.
- Establish a working relationship with all team members.
- Evaluate current Skateparks and review site(s) for the new Skatepark location.
- Offer three design concepts similar in size and budget to assist during the design process.
- Conduct public input meetings, includes private, skate group and community.
- Provide written recommendation on new Skatepark location.
- Provide final design concept.
- Provide preliminary estimate of probable construction cost.
- Fundraising Assistance

#### **I.a – Define Scope, Budget and Collection of Materials (Phone Conference)**

- Pillar will provide the client with a project design program to help compile all necessary information pertinent to this project. This form will assist the design team with Skatepark Evaluation and Conceptual Design elements.
- The Client shall provide Pillar with a list of approved, required and/or prohibited construction products, materials, finishes and colors for this project.

- The Client shall provide Pillar with all available existing and proposed project information as it relates to the master plan improvements in CAD format, this shall include but not be limited to the following items:
  - a. Property lines and project boundaries
  - b. Survey benchmark and basis of bearing
  - c. Easements
  - d. Topography
  - e. Site improvements
  - f. Utility locations
  - g. Vegetation
- The Client shall provide Pillar with a geo-technical report containing the locations of all borings, an executive summary, detailed description of the findings and recommendations and a detailed report of the laboratory tests performed. If one has not been completed Pillar will assist the Client with securing one, if requested.
- The Client shall provide Pillar with the proposed construction budget and any in-kind or local costs for materials to be included in the estimate of probable construction costs.
- The Client shall provide Pillar with a list of all agencies required to review and approve the construction document package.
- The Client shall provide Pillar with any specific details, title blocks, specifications and/or document formatting requirements.

#### **I.b – Project Kick Off Meeting**

- The Kick Off Meeting is where all team members (City and Skate Group) are able to set the tone for the project, discuss goals, expectations, scheduling, budgeting.

#### **I.c - Evaluation of Current Skateparks**

- The Design team will conduct site visits to review the existing Skateparks.
- Discuss safety, maintenance and longevity of current skatepark with both the City, users groups and general public.
- Provide insight on upgrades, renovations and replacements
- Deliver a written analysis based on the information obtained for the site visit and public input meetings.

#### **I.d - Public Input Meetings**

- The first public input meeting will serve as an introduction of sorts, it gives the community and users alike to meet our design team, ask questions about our experience and discuss their Skatepark project in-depth. The meeting will be structured to cover two main points.
  - a. The old Skateparks, their condition and the needs/wants of the locals.
  - b. Design team introduction; It gives the community and users alike to meet our design team, ask questions about our experience and discuss their Skatepark project in-depth.

- c. This section of the meeting is meant to cultivate and grow the user's ideas, get them on paper and provide a starting point for our Design team.
  - d. Surveys will be distributed that will provide us with feedback needed for our analysis.
- At the second public input meeting we will provide three (3) custom concepts based on the skaters comments and request.
  - a. The lead design and project manager will walk the skaters/user groups through the designs discussing the reasoning behind the flow, style, etc.
  - b. Gathering comments and actually making tweaks and changes to the design right in front of the public/users.
  - c. We employ an open format that allows attendees to engage directly with our design staff. Using visual aids, small group sketch sessions and video tools to engage the local users.

#### **I.e – Preliminary Conceptual Design**

- After comments, ideas and concerns are heard from the public our design team will begin development of the conceptual designs, taking into consideration City request and requirements.
- The conceptual design will be provided in both plan and 3 dimensional views.
- Pillar will create or work with the existing Facebook page specifically for this Skatepark, this page will be open to anyone with an Internet connection for public interaction during the design process.
  - a. The Facebook page will offer a discussion page for users, city officials and design team to discuss design ideas throughout the design process. It will also provide a place for concepts to be displayed and users to give there feedback in between the public input process.

#### **I.f – Location Evaluation and Determination**

- Pillar will review the site choices, taking into consideration:
  - a. Noise Impact
  - b. Amenities
  - c. Accessibility
  - d. Safety
  - e. Site Constraints
  - f. Current use of Site
- Pillar will provide a final written report that includes a site selection matrix, advantages and disadvantages of each site, our scoring criteria and final recommendation.
- Throughout our evaluation process Pillar will keep the City apprised of our findings, documentation and process via phone and email.

### **I.g –Fundraising Assistance and Tools**

- Pillar will provide the Skate group with forms, templates and information to help move their fundraising efforts forward.
- Pillar is the leading name when it comes to incorporating in-kind donations. We will provide a detailed material list with specific quantities, labor, volunteers and donations that will aid in the budget gap.
- Pillar will use our social media channels to engage the community and spread the word.
- Pillar staff will be available to answer questions and offer tips and advice when it comes to securing Grant funding/submissions.
- Pillar staff will be available to both the City as well as the Skate Committee until the monetary goal has been reached.

### **Project Assumptions**

The following assumptions shall apply to the proposed scope of work and submitted fees:

- All written documents will be generated using Microsoft Word, Version 2003.
- All spreadsheet documents will be generated using Microsoft Excel, Version 2003.
- All project scheduling will be generated using Microsoft Project 2003.
- All CAD files will be generated with AutoCAD 2007.
- All drawings will be reviewed and stamped by necessary discipline retained by client. Pillar has not retained a Surveyor, Geo-technical Engineer, Civil Engineer or Structural Engineer for this project.
- The Client shall provide Division 1 Specifications, Bidding and Agreement Forms/Bonds, Conditions of the Contract, and any other non-technical specification.
- General Contractor shall provide Pillar with at least two weeks notice for unscheduled site visits.
- Additional meetings, if required and approved, will be billed at our normal hourly rates.
- Additional plan sets, if required and approved, will be billed at our normal in-house, or out-of-house duplication rates.

### **Project Fees**

Fees for the Services detailed in the proposed scope of work are outlined below. The fees, though based on man hours per task, are presented as lump sum not to exceed amounts. Reimbursable expenses are in addition to the fees listed but also at a not to exceed amount.

The fees listed below include preparation of plans one time only. Changes to the plans and/or design made by the Client and/or reviewing agencies, which could not reasonably be anticipated by Pillar Design Studios, will be completed upon Client approval on a time and materials basis.

Plan revisions required by the Client or reviewing agencies after the agency's first review that were not required from that first review may also be completed upon Client approval for fees in addition to those listed above.

Should excessive additional meetings or consultation time be required due to client or agency design changes, these meetings shall be attended and billed on a time and material basis upon client's approval.

Fee Breakdown

<i>TASK</i>	<i>Description of Services</i>	<i>Fee Amount</i>
I.a	Define Scope, Budget & Collection of Materials	\$325
I.b	Kick Off Meeting	\$450
I.c	Evaluation of Current Skateparks	\$2,900
I.d	Public Input Meetings	\$4,230
I.e	Conceptual Designs	\$3,500
I.f	Location Evaluation and Determination	\$2,500
I.g	Fundraising and Approvals	\$950
<i>Total Design Fee</i>		<i>\$14,855.00</i>

Estimated per trip Reimbursables \$480 with a not to exceed amount of \$1,440.00

Reimbursable Expenses:	<u>HOURLY RATES</u>	
• Car Rental	Principal/Project Manager	\$145/hour
• Accommodations (not to exceed \$200/night)	Professional Engineer	\$130/hour
• Mileage (paid at \$ .48/mile)	Senior Landscape Architect	\$125/hour
• Meals (\$75.00/per diem, per person)	Professional Skateboarder	\$100/hour
• Parking Fees (airport, garage, &/or metered)	CAD/Production Manager	\$90/hour
• Toll Road Fees	Administration	\$60/hour
• Printing/Duplication/Plotting/Blueprinting		
• Phone/Fax		
• Messenger		
• Postal/Federal Express		
• Graphics		
• Photographs		

## **Contract Provisions**

1. The compensation due Pillar Design Studios, LLC. for the work to be performed hereunder shall be set forth in Fees and Expenses above. The parties understand and agree that all work not specifically delineated within the scope of work described herein shall be billed on a time and materials basis, and shall be in addition to any budget, bid, or maximum price agreement for the above described scope of work. Wherever practical, changes, additions, or modifications to the scope of work shall be authorized by written change request; however, the absence of such a written change order shall not act as a bar to payment of fees due Pillar Design Studios, LLC. hereunder, provided the change was in fact approved and ordered by the Client. Client accepts that signing this form shall be construed as authorization by the Client for Pillar Design Studios, LLC. to proceed with the work.
2. All fees, commissions, product charges and expenses billed shall be due within fifteen (15) days of the date of billing. Interest on unpaid or late bills shall accrue at 1 3/4 percent interest per month (21.0% A.P.R.). Client agrees that all statements not objected to in writing within five (5) days of receipt are agreed to be final and binding upon the parties as to the amounts due, the adequacy of Pillar Design Studios, LLC's performance and the value of the services provided to Client.
3. Any cost estimates provided by Pillar Design Studios, LLC. will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures Pillar Design Studios, LLC. cannot warrant that bids or ultimate construction costs will not vary from these cost estimates.
4. Should the project be published in a book, magazine, newspaper, or publication for public circulation, or if a job sign is erected, Pillar Design Studios, LLC. should be listed as the Skatepark Designer and/or Landscape Architect (as applicable). In addition, this contract represents non-exclusive approval by the Client for publication of the project by Pillar Design Studios, LLC.
5. The client shall be permitted to retain physical copies of drawings and specifications for information and reference in connection with the Client's use and occupancy of the project. The client shall be permitted to retain an electronic copies of drawings and specification in the event the project must be completed by others as Pillar Design Studios, LLC is in default under this agreement. The drawings and specifications shall not be used by the Client on another project.
6. Notwithstanding any provision herein to the contrary which requires safekeeping of documents or obligates Pillar Design Studios, LLC. to safe keep or provide documents to Client, Pillar Design Studios, LLC. shall not be responsible or liable for any direct, actual or consequential damages which occur as the result of its inability to produce such documents by reason of the casualty, destruction or loss of documents held by Pillar Design Studios, LLC. unless such casualty, destruction or loss shall be the result of the intentional and wrongful act or the gross negligence of Pillar Design Studios, LLC..
7. If the project is suspended or abandoned, in whole or in part, for a period of sixty (60) days or more, or upon instruction by Client to Pillar Design Studios, LLC. to suspend activity on the project, Pillar Design Studios, LLC. shall be

compensated for all services performed together with all reimbursable expenses due and the contract shall be deemed terminated. If the project is resumed after such suspension the Agreement between Client and Pillar Design Studios, LLC. shall be re-negotiated prior to resumption of work by Pillar Design Studios, LLC. For purposes of this Agreement, the term "suspension" or "abandonment" shall mean substantial discontinuance of labor, work, services, and furnishings for a sixty- (60) day period or written instruction by Client to suspend substantially all project activities.

8. If any provision of this Agreement is for any reason held invalid or unenforceable, such provision shall be deemed separate and shall not affect the validity of the remaining portions thereof.
9. In the event of a default of any provision of this Agreement, after ten (10) days notice to cure is delivered, this Contract shall be deemed terminated by the non-defaulting party by reason of default. For purpose hereof, any failure to pay sums due under Paragraph 2, above, for a period of ninety- (90) days shall be deemed justifiable grounds for declaration of default. Moreover, Pillar Design Studios, LLC. failure to substantially perform under this Agreement shall be deemed justifiable grounds for declaration of default. In addition, either party may terminate this agreement with or without cause upon thirty- (30) days written notice by either party.
10. Laws of the State of Iowa shall control any proceedings arising in the transaction described herein. All claims, disputes, and other matters in question arising out of, or relating to, this Authorization or the breach thereof may be decided by arbitration in accordance with the rules of the American Arbitration Association. Either the Client or Pillar Design Studios, LLC. may initiate a request for such arbitration, but consent of the other party to such procedure shall be mandatory. No arbitration arising out of, or relating to this Authorization may include, by consolidation, joinder, or in any other manner, any additional party not a party to this Authorization.
11. In the event legal action is brought by the Client or Pillar Design Studios, LLC. against the other to enforce any of the obligations hereunder or arising out of the dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fee's, costs and expenses as may be set by the court.
12. Pillar Design Studios, LLC. shall carry a minimum errors and omissions liability insurance of \$1,000,000.00
13. Pillar Design Studios, LLC. liability to the Client for any cause or combination of causes is in the aggregate, limited to an amount no greater than the fee earned under this agreement.
14. This agreement shall be binding upon and inure to the benefit of the parties and their assigns and successors in interest.
15. This agreement supersedes all prior agreements of the parties and shall not be amended except by written agreement signed by each party.

**Acceptance**


Should you have any questions regarding our proposed scope of work or if you would like us to make any revisions to the services outlined, please feel free to contact Nicole Licari Robertson at 312.257.6088 or Nicole@pillardesignstudios.com.

If this proposal meets with your approval, please sign and return to our office. When accepted, this proposal will serve as a mutual commitment between Pillar Design Studios, LLC. and the Client for the above outlined services and fees. Work will be scheduled upon receipt of signed agreement.

By signing below you are accepting the terms and condition listed above.

**Pillar Design Studios, L.L.C.**

Date: 9/14/2015

By:   
Brad Siedlecki, Principal  
Pillar Design Studios, L.L.C.

**City of Dubuque, Iowa**

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

By: \_\_\_\_\_  
Authorized Representative  
City of Dubuque, IA