

## **PROPOSED SCOPE OF WORK FOR LAUREL SKATEPARK DESIGN SERVICES**

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

Scope of work includes:

- Professional Design Services to develop a custom concrete Skatepark.
- Construction Documentation, Technical Specification and Cost Estimate

### **PHASE I - Skatepark Planning and Project Management**

#### **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.

#### **I.a – Project Management**

- The goals of this phase will be to perform an analysis of the identified site. We will evaluate the skatepark location and condition, as well as identify and evaluate existing design issues, program elements and create a design program for the overall phase that meets the intent of the project goals and objectives.

#### **I.b - Define Scope, Budget and Collection of Materials**

- 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 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
  - h. Existing Design and Skater request

- The Client shall provide Pillar with the proposed construction budget and any known 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.c – Project Kick Off Meeting (Phone Conference)**

- The Kick Off Meeting is where all team members are able to set the tone for the project, discuss goals, expectations, scheduling, budgeting.
- Establish the project working relationship with all members of the project design team.
- Review applicable studies, concepts, existing data sources, and any other work done to date in the interest of this project.

### **PHASE II – Schematic Design and Preliminary Estimate**

#### **OBJECTIVES:**

- Offer three design concepts similar in size and budget to assist during the design process.
- Private design review meetings
- Provide final master plan concept
- Provide preliminary estimate of probable construction cost
- Final Skatepark design graphics in 3D format
- In-Kind donation allocation

#### **II.a - Skate Park Conceptual Designs**

- Based on the information obtained from the kick off meeting and previous design that included skater input. Pillar will prepare a conceptual Skate park designs that illustrating the overall layout and fit within the proposed site and budget.
  - Develop a conceptual Skatepark design based on the previous community concept.
  - Preliminary cost estimates.
- The conceptual designs will be provided in both plan and 3 dimensional views.

#### **II.b – Private Design Review Meeting (phone conference)**

- Pillar will discuss the conceptual design with the Client.
- Once a direction has been established and agreed upon, Pillar will incorporate any final comments and begin to shape design.

### **II.c - Final Skate Park Plan**

- Pillar will prepare one final conceptual design based on the comments from the Client Review Meeting.
- The conceptual design shall show the final Skate park design, proposed master plan improvements and their relationships to the existing site in general detail.
- Preliminary and Final Concepts will be provided in plan and 3d perspective views.

### **II.d - Preliminary Estimate of Probable Construction Cost**

- Using general square footage prices (based on national average) not specific to the proposed project location (unless the Client has provided information on in-kind and/or local unit prices), Pillar shall provide the Client with an estimate of probable construction cost for the proposed Skate park and master plan improvements.

### **II.e - In-Kind Donation Allocation**

- 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-kind donation solicitation.
- The Project Manager will also be available to speak with any potential donors and clarify needs in terms of quantities, labor, materials, etc.

## **PHASE III - Construction Documents**

### **Objectives:**

- Upon Client approval, Pillar shall finalize the construction documents in technical detail, setting forth the requirements for construction of the proposed master plan improvements.
- 95% and 100% Drawings
- 95% and 100% Cost Estimate
- 95% and 100% Construction Documentation
- Pillar will present the client with 100% construction document package for bidding and construction purposes.

### **III.a - 95% Construction Documents**

- Upon receipt of notice to proceed, Pillar will commence production of the construction document package.
- In general the construction document package includes the construction drawings, written specifications, cost estimate and any required reports necessary to build the proposed master plan improvements.

### **III.b - Construction Drawings**

- The construction drawings package typically includes the following sheets.
- Note additional plans/details may be added as necessary to further clarify design intent.

- a. Cover Sheet: General project information and notes.
- b. Site Plan: An overall plan showing the proposed master plan improvements plus any existing features requiring additional consideration.
- c. Horizontal Control Plan or Layout Plan: Reference points for all Skatepark features in standard Point/Northing/Easting format plus layout information for all plan view line-work.
- d. Surface Grading & Drainage Plan: All necessary spot elevations, flow arrows, drain locations and swales needed to convey finish elevations and direction of flow within the Skatepark. Additionally, finish grade contours will be shown around the Skatepark depicting proposed grading need to tie the intended Skatepark into the existing grade.
- e. Subsurface Drainage Plan: All necessary elevations, slopes, lengths, pumps, drains and outfall locations needed for the proposed drainage system.
- f. Concrete Plan: Type, location, finish and color of all of the concrete.
- g. Coping Plan: Type, location, finish and color of all coping and metal components.
- h. Jointing Plan: Type and location of all concrete joints.
- i. Cross Sections: Multiple dimensioned vertical sections cutting through all terrain elements within the Skatepark.
- j. Details: Standard and custom construction detailing for all master plan improvements.

#### **III.c - Statement of Probable Construction Cost**

- Pillar will provide a cost estimate for all master plan improvements as detailed in the scope of work.

#### **III.d - 95% Design Development Review Submittal**

- Pillar will submit 95% construction documents, specifications and probable construction cost for review by the client.
- It shall be the responsibility of the client to review all materials submitted by Pillar and provide a written response with any questions or comments.

#### **III.e - 100% Construction Documents Meeting (phone conference)**

- The Client and Pillar will discuss the review comments for the 95% construction document package and the actions needed to address the comment.
- Upon conclusion of the phone conference, the client will provide Pillar with written notice to proceed.

#### **III.f - 100% Sealed Construction Documents**

- Upon receipt of notice to proceed, Pillar shall address the final review comments and prepare the final construction document package.
- Upon completion of the final construction document package the following shall be delivered to the client, in electronic format:

1. Reproducible scans of the construction drawings in PDF format.
2. Statement of probable construction costs in PDF format.
3. Comma-delimited text file (CSV) containing all reference points in Point/Northing/Easting format.

#### 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, 2003
- All CAD files will be generated with AutoCAD 2007.
- Final Construction Document Package will be stamped by a licensed Professional Engineer. Pillar has not retained a Surveyor, Geo-technical Engineer or Landscape Architect, if one is requested services will be retained by the Client.
- The Client shall provide Division 1 Specifications, Bidding and Agreement Forms/Bonds, Conditions of the Contract, and any other non-technical specification.
- 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. However, these fees are negotiable and we reserve the right to re-negotiate should the scope of work change. Reimbursable expenses are not included in the fee below.

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.

#### SKATEPARK DESIGN, PLANNING AND BIDDING SERVICES

PHASE I	Planning and Project Management	\$1,500.00
PHASE II	Schematic Design	\$5,500.00
PHASE III	Construction Documents	\$5,000.00
<b>TOTAL</b>		<b>\$12,000.00</b>

### **Estimated Construction Schedule**

Phase I Planning and Project Management  
Phase II Schematic Design  
Phase III Construction Documents

5 Days  
30 Days  
10 Days

### **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 thirty (30) 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 thirty (30) 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, to the extent the Client has control over said publication 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 copy 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. 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.

7. 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.
8. 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.
9. Pillar Design Studios, LLC. shall carry a minimum errors and omissions liability insurance of \$1,000,000.00
10. This agreement shall be binding upon and inure to the benefit of the parties and their assigns and successors in interest.
11. This agreement supersedes all prior agreements of the parties and shall not be amended except by written agreement signed by each party.

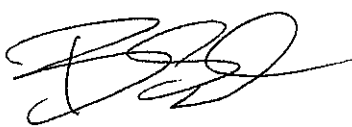
#### **Acceptance**

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: 1/29/2019

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

#### **City of Laurel, MS**

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

By: \_\_\_\_\_  
City of Laurel  
Authorized Representative