

NEVIN HEDLUND ARCHITECTS, INC.

30 North Wolf Road, Second Floor
Hillside, Illinois 60162
708.771.7117 HedlundArchitects.com

September 11, 2024

Steve Hinchee
Superintendent of Planning
Wheaton Park District
1000 Manchester Road
Wheaton, IL 60187

Re: Cosley Zoo Taylor Barn Proposal
1356 N. Gary Ave., Wheaton, IL 60187

Dear Mr. Hinchee:

Nevin Hedlund Architects reviewed the Cedar Forest Products proposal for the new barn structure (52'-0" x 68'-0") to replace the existing Taylor Barn. Below please find our proposal for architectural consulting in support of the project.

PROJECT DESCRIPTION AND SCOPE OF WORK

Following are our items/assumptions as they relate to the project:

1. Since the building is not heated, meeting the energy code is not required.
2. We assume no sprinklers will be required.
3. The Cedar Forest Products drawings are complete for the construction of the structure and should be stamped by Cedar Forest Products and submitted for permit.
4. New plumbing for a sink, and site drain along with convenience outlets, lighting and a heater will be designed by our MEP engineer and stamped for permit (see attached proposal).
5. We will prepare a stamped cover sheet and coordinate the MEP and Cedar Forest Drawings.
6. Coordinate submittal of permit (drawings stamped by others).
7. Respond to requests for information during permit review and construction.

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FEE

For the scope of work noted above, the following fees apply:

	Contract Amount
Duck Barn	
1 Drawing Coordination	\$1,200
2 MEP Construction Documents	\$3,200
3 Permit and Bidding	\$1,200
4 Construction Administration	(hourly)
Subtotal	\$5,600
Reimbursable Budget	\$200
Subtotal	\$5,800
 Optional Scope Items	
MEP Construction Administration	\$800
MEP Site Visit	\$700

Please reply with any additional questions.

Sincerely,
Nevin Hedlund Architects, Inc.

Approved: 



Date: 9/16/2024

Nevin Hedlund, AIA
Principal

Cc: File



September 10, 2024

Nevin Hedlund
Nevin Hedlund Architects
30 North Wolf Rd, 2nd Floor
Hillside, IL 60162

Proposal

Confidential

RE: Agreement for MEP Engineering Services
Cosley Zoo Duck Enclosure
1356 N Gary Ave.
Wheaton, IL 60187
24.000274.5072[1]

Dear Nevin,

We are pleased to provide you with a proposal for engineering services. We understand the basic scope of work to include engineering and design of the electrical and plumbing systems for the new build of the duck enclosure of approximately 3,500 sf as described in the email and shown in the pdfs sent on September 9, 2024.

Founded in 1981, RTM Engineering Consultants, LLC, is a 500+ person engineering consulting firm that is well equipped and highly qualified to serve as engineers, designers, project managers, and expert consultants for your design and planning needs. RTM has assembled a team of talented and experienced professionals ready and able to bring creativity, enthusiasm, and accountability to the project.

We are pleased to present our qualifications and welcome the opportunity to provide exceptional engineering services to achieve project goals. We believe that our expertise in engineering design combined with our proactive team-oriented approach will surpass your expectations and result in a successful project delivery.

Sincerely,

A handwritten signature in black ink, appearing to read 'Salvador Ligan', with a stylized flourish at the end.

Salvador Ligan
salvador.ligan@rtmec.com / 847.713.1018
RTM Engineering Consultants, LLC

Section 1 - Scope of Work

1. GENERAL

We intend to provide the engineering services for the following scope of work:

- Research electrical and plumbing content code requirements
- MEP project kick-off meeting with client (teleconference).
- Prepare schematic design for design review and coordination
- Provide electrical and plumbing cut sheets of main equipment and fixtures
- Incorporate review comments into final documents
- Prepare and submit permit and construction documents
- Respond to permit comments
- Respond to contractor requests for information (RFI's)
- Plans for construction including code corrections and RFI responses
- Provide equipment submittal and shop drawing review as submitted to RTM
- Provide construction administration as stated below

1.1. SCOPE OF CONSTRUCTION DOCUMENTS

In general, construction documents will include drawings and specifications of:

- Energy Compliance Documentation including:
 - *Mechanical and lighting ComCheck (Building ComCheck excluded)*
- Plumbing drawings including:
 - *Water service size(s) and location*
 - *Sanitary and vent piping systems*
 - *Hot and cold water distribution piping systems*
 - *Plumbing fixture schedule*
 - *Equipment sizing, equipment selection and location*
- Electrical drawings including:
 - *Service sizing, location and space planning*
 - *Power distribution scheme with load calculations*
 - *Panel board, feeder sizing, and schedules*
 - *General and specialty receptacle location and circuiting*
 - *General lighting circuiting*
 - *Life safety, emergency, exit, and night lighting*
 - *Lighting control scheme and switching arrangements*
- Low Voltage drawings including:
 - *T/D conduit sizing for individual drops (empty conduit)*
 - *Power for low voltage systems*
- Specifications:
 - *Plan specifications*



1.2. CONSTRUCTION ADMINISTRATION

- Review of equipment submittals - provided on an “as needed” basis. No fee deduction will be afforded if submittals are not submitted.
- Review of shop drawings - provided on an “as needed” basis. No fee deduction will be afforded if shop drawings are not submitted.
- Review and response to RFIs - provided on an “as needed” basis. No fee deduction will be afforded if RFI's are not received. (We do not add to our fee to provide this service.)
- Site meetings or observation with report during construction (Optional Service - refer to compensation).

1.3. EXCLUSIONS

The following services are not included in the scope of work:

- Gutters and exterior downspouts
- Roof vents (eaves and ridge)
- Domestic well pump, pressure tank, outdoor pump piping
- Outdoor septic design
- Building automated system (BAS) design
- Direct digital control (DDC) design stand-alone controls included
- DCAP meetings or city of Chicago expediting. Code review response included
- Service, power, and condensate drains included
- Additional site meetings or visits beyond listed in base scope
- Building envelope ComCheck
- LEED design
- LEED energy modeling
- LEED agent
- Kitchen design by kitchen equipment contractor (hoods and utility rough-ins included)
- Space planning
- As-built drawings
- MEP cost estimates
- Architectural layouts and drawings
- Interior decoration and furniture layouts
- Site improvements
- Landscaping plans
- Telecommunication design
- Security system design
- Structural design and details
- Civil engineering, site utilities up to 5' outside the building
- Fire sprinkler system permit/construction documents
- Specialty lighting design and layout
- ComEd energy incentive meeting, reviews or responses
- Value engineering after issuance of construction documents
- Modifications to construction drawings to accommodate field changes

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



To remain competitive with our fee, we have assumed that all systems and equipment are of sufficient capacity and adequate condition for the continued re-use of the space. Any services requiring upgrade and/or equipment requiring replacement will require an additional fee.

The plans can be developed in either CAD or Revit. If done in Revit, our base services will bring the plans to a Level of Development = 200.



Section II - Compensation

2. COMPENSATION

For the work outlined above in this proposal, our engineering fees are as follows:

MEP Permit/Construction Documents <i>(Base Fee)</i>	\$3,200.00
MEP Construction Administration <i>(Base Fee)</i>	\$800.00
MEP Site Visit and/or Construction Meeting <i>(Optional Service per Engineer, per occurrence)</i>	\$700.00

Minor variations are expected to occur in the Scope of the Project that should not alter the above estimate. 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, thereafter; appropriate adjustments will be made to the fixed fee to compensate for any reduction or addition to the basic services. Adjustments to the lump sum fee will be made at the rate shown in the 'Hourly Rate Schedule' of this proposal.

2.1. HOURLY RATE SCHEDULE

Time and material expenses shall be billed at the rates shown below.

<u>CATEGORY</u>	<u>HOURLY RATES</u>
Principal	\$225.00/Hr.
Associate	\$185.00/Hr.
Senior Design Engineer	\$175.00/Hr.
Design Engineer	\$145.00/Hr.
Senior CAD Designer	\$165.00/Hr.
CAD Designer	\$125.00/Hr.
Administrative	\$75.00/Hr.
Travel & Lodging Expenses:	Actual expense
Printing & Cad plots:	Actual expense

2.2. PROJECT RELATED EXPENSES

1. All expenses will be billed at cost with 0% mark-up

2.3. SCHEDULE OF PAYMENTS



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

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

Section III – General Provisions

1. GENERAL PROVISIONS

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 the work in accordance with our established professional standards.

Neither party will use the name of the other for advertising or promotional purposes without prior permission in writing.

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.

Any statement of probable construction costs, prepared as a part of our services, represents our best judgment based on familiarity with the construction industry. It is recognized, however, that we have no control over the cost of labor, materials or equipment, or the contractor's methods of determining bid prices and cost of services. Accordingly, we do not warrant that estimates or prices may not vary from the project budget prepared by us.

We will devote our best efforts to carrying out the work required. The results obtained from our recommendations and documents will be in our judgment based upon the information available to us. In any event, our liability shall not be greater than the amount paid to us for the services rendered.

ACCEPTED BY:

By: _____

Printed Name: _____

Company: _____

Date: _____

SUBMITTED BY:

Salvador Lingan
RTM Engineering Consultants, LLC



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 are 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, 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 costs 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:

a. 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) and 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; 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 for any of Contractor's means, methods, techniques, sequence 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 (30th) 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 and 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.

8. 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 a mutually agreeable location in the greater Chicago, Illinois metropolitan area. All costs for such mediation shall be shared equally by the parties.

9. 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 paper, hard copy of instruments of service. In the event of any conflict between RTM's electronically delivered or transmitted data and paper, hard copies of RTM's instruments of service, the paper, 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 warranties, either express or implied, of merchantability, compatibility, or fitness for any particular purpose.

10. 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 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.

11. 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.

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

13. 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.

14. 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.

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

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

