



ROWLAND | DESIGN

702 North Capitol Avenue  
Indianapolis, Indiana 46204

p 317 636-3980  
f 317 263-2073

[www.rowlanddesign.com](http://www.rowlanddesign.com)

9 April 2020 (rev. 21 May 2020)

Pulaski County Council  
% Nathan P. Origer  
623 West 11th Street  
Winamac, Indiana 46996

**Re: Pulaski County Courthouse Renovation and Judicial Center Addition and Renovation**

Dear Nathan:

As we discussed, I am outlining in this Letter of Agreement the scope of services which we propose to provide for the above-referenced project, along with an indication of the design fees for those services.

An outline of the scope of services we propose to provide, based on our understanding of the requirements of the project is contained in the attached Appendix B, which is incorporated as an integral part of this Letter of Agreement.

We shall provide you with the scope of services outlined in Appendix B for a flat fee of 9.5% of Construction Cost, plus reimbursable expenses. MEP Engineering, Structural Engineering and Code Consultant services are included in this fee. Civil Engineering and surveying work will be coordinated under this fee, but the contract is outside this fee and should be held separately by Pulaski County. A copy of their proposal is attached as Appendix D. The fee includes interior finishes and architectural casework. Furniture and furniture finish selection is not included. Security consulting work, if desired, can be provided for an additional \$270 / hour. Any changes to the scope of services outlined in this agreement may require additional fee and will be billed separately at a negotiated fee. A copy of our Contract Terms and Fee/Billing structure is attached as Appendix A.

Consultants included in this proposal are R.E. Dimond and Associates as MEP Engineer, Arsee Engineering as Structural Engineer, RTM Consultants for Code Compliance, HDR of Champaign, Illinois for Security Consulting and AME Consulting for Civil Engineering.

An initial payment of \$5,000 will be due upon execution of this agreement and will be the minimum payment owed under this agreement. This payment will be credited against the final invoice for the project described above.

AIA Contract Document B133-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition will follow this letter and will further outline and define the details of this agreement. A draft of B133-2019 is attached as Appendix C. In the meantime, we will regard your signature on this letter as an indication of your understanding and acceptance of our proposal, and as our authority to proceed.

We're pleased to have this opportunity to work further on the preservation of the historic courthouse structure and at the same time help improve the safety, efficiency and civic pride in Pulaski County.

Sincerely,

**ROWLAND DESIGN, INC.**



Eric J. Rowland, AIA, LEED-AP  
Principal

**AUTHORIZED SIGNATURE:**

Nathan P. Origer  
Executive Director, Pulaski County CDC

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

**Attachments**

- Appendix A – Contract Terms & Fee / Billing Structure
- Appendix B – Scope of Services
- Appendix C - Draft AIA B133-2019
- Appendix D - AME Consulting Civil Engineering Proposal

**Appendix A:**

**ROWLAND DESIGN [RDI]  
Contract Terms / Billing Structure**

**Reimbursable Expenses:**

Our fee for design services is as outlined in the attached Letter of Agreement, and covers time involved on the design project, including travel time. Any additional charges to the fee are for reimbursable expenses such as plotting, copying, duplicating, blueprint, long distance phone calls, quick ship or courier delivery, mailing costs, filing fees, product samples, automobile mileage and parking directly attributed to the project. Where automobile travel is involved, the mileage charge to the Client is that established by the IRS, currently set at 54.0 cents per mile. Out of town travel must be authorized by the Client, and all travel expenses incurred such as lodging, transportation and meals will be charged to the Client for reimbursement.

Where plan review is required by state or municipal jurisdictions, RDI may require the payment of additional fees and/or expenses to address a reviewer's specific concerns when the review process requires more time and/or expense than anticipated at the time the Letter of Agreement is accepted. The Client will be notified by RDI in the event this occurs. These additional fees and/or expenses will be above and beyond those fees and expenses, or maximum, quoted within the Letter of Agreement.

Reimbursable expenses are invoiced to the Client monthly covering the time spent during the previous month, and these invoices are subject to net 30-day payment terms.

All Consultant & Contractor fees paid to third parties and invoiced by RDI will include a 15% markup. All reimbursable expenses invoiced by RDI will include a 10% markup.

**Invoicing:**

If invoices are not paid within 60 days of date of invoice, RDI may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service until outstanding invoices plus any interest and other costs are paid.

A charge of 1% of the amount of the invoice will be charged if additional backup billing information is requested.

**End of Appendix A**

**Appendix B**  
**Pulaski County Courthouse and Judicial Center Scope**  
9 April 2020

**Pre-Design Work**  
**Confirmation of Scoping and Budget**

**General Scope:**

- Program confirmation
- Team research and documentation of existing facility
- Schematic design modifications as required
- Assistance with contracting Construction Manager as Constructor (CMc)
- Assist CMc in confirming budget pricing

**Meetings required:**

- Initial scope review meeting with Judge Welker, Sheriff Richwine, Prosecutor, Oversight Committee - on site
- Meeting with Oversight Committee and CMc
- Meeting with CMc for pricing

**Approvals required:**

- Oversight Committee

**Phase 1**  
**Judicial Center Addition and Renovation**

**General Scope:**

- Extend Ground Floor Lobby into new space
- Relocate Prosecutor's office to new first floor office space
- New second Floor courtroom addition above new office space
- New second floor courtroom support space addition above existing first floor space
- Renovation of former Prosecutor's office space to Judge Welker's chambers
- build-out existing basement space as work-release dorm including new exterior access

Construction type and quality will be as required to meet code, but is anticipated to match the current Judicial Center

**Meetings required:**

- Initial scope review meeting with Judge Welker, Sheriff Richwine, Oversight Committee - on site
- 100% Schematic Design presentation with Judge Welker, Sheriff Richwine, Oversight Committee - on site
- 50% Design Development presentation including finishes and furnishings with Judge Welker, Sheriff Richwine, Oversight Committee - online
- 100% Design Development presentation including finishes and furnishings with Judge Welker, Sheriff Richwine, Oversight Committee - online
- 90% Construction Document meeting with Oversight Committee - online
- Construction Kick-off meeting with Judge Welker, Sheriff Richwine, Oversight Committee and selected contractor - on site
- Construction progress meetings - every 3-4 weeks with Oversight sub-committee and selected contractor - on site and/or online
- Project punchlist - with Judge Welker, Sheriff Richwine, Oversight Sub-committee and selected contractor - on site

**Approvals required:**

- Judge Welker
- Sheriff Richwine
- Prosecutor
- Oversight Committee

**Consultants involved:**

- Architecture
- MEP Engineering
- Structural Engineering
- Code
- Security

- Civil Engineering
- Landscape Design

## **Phase 2 Historic Courthouse Renovation**

### **General Scope:**

- Scoping confirmation and test-fit to determine which offices should be accommodated in the renovated facility and where
- Determine building standards for renovated office areas - finishes and lighting
- Determine scope of renovation for vacated courtroom
- Replace exterior windows and doors
- Redesign abandoned vestibules for new purpose
- Exterior restoration and weatherproofing including foundation drainage and waterproofing, tuck pointing, flashing and gutter repairs, new tower louvers, and roof repairs.
- New mechanical system, including air conditioning
- New electrical work from the main panel
- New plumbing work
- New lighting throughout the facility
- Selective repair of damaged historic materials
- New ADA access to the building

Work will be done consistent with the design and construction quality of the historic structure. Department of the Interior preservation standards will be guides.

### **Meetings required:**

- Initial scope review meeting with Sheriff Richwine and Oversight Committee - on site
- 100% Schematic Design presentation with Sheriff Richwine, Oversight Committee and CMc - on site
- 50% Design Development presentation including finishes and furnishings with Sheriff Richwine, Oversight Committee and CMc - online
- 100% Design Development presentation including finishes and furnishings with Sheriff Richwine, Oversight Committee and CMc - online
- 90% Construction Document meeting with Oversight Committee and CMc - online
- Construction Kick-off meeting with Sheriff Richwine, Oversight Committee and CMc - on site
- Construction progress meetings - every 3-4 weeks with Oversight sub-committee and CMc - on site and/or online
- Project punchlist - with Sheriff Richwine, Oversight Sub-committee and CMc - on site

### **Approvals required:**

- Sheriff Richwine
- Oversight Committee

### **Consultants involved:**

- Architecture
- MEP Engineering
- Structural Engineering
- Code
- Civil Engineering
- Landscape Design