



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

ATTACHMENT A

January 26, 2017

Mr. Dax Norton, Town Manager
Town of Whitestown
6210 Veterans Drive
Whitestown, Indiana 46075

Re: Whitestown Parkway – Landscape Design within Roadway Medians

Dear Mr. Norton,

DLZ Indiana, LLC (Consultant) is pleased to submit this Letter Agreement to the Town of Whitestown (Client) for professional landscape architectural services for the above referenced project. The content expressed in this letter agreement is based upon recent discussions with Ms. Laurie Christie of our office.

DLZ is familiar with Whitestown Parkway and understands that the Parkway serves as a major gateway into the community from I-65. As you will see from the following proposal, it would be our intention to assist you by preparing a landscape design that is attractive and contextually complimentary for Whitestown residents and visitors alike. We believe that a design which incorporates low-maintenance, drought-resistant plants would be both visually pleasing and cost-effective within the Whitestown Parkway medians.

Ms. Sara Hicks, PLA, LEED AP, will be your project manager and work with you to develop the design concepts and construction documents, while Mr. Craig Hudson, PLA, ASLA, CLARB, would provide oversight and quality management for the design elements. Both Sara and Craig have a tremendous amount of experience in this area, as you will see from their resumes, which are attached.

DESCRIPTION OF PROJECT

The Project will provide landscape design services consisting of design and construction documents (plans and technical specifications) for recently constructed roadway medians within Whitestown Parkway from the intersection of Perry Worth Road (west limits) to the intersection of Stone Gate Drive (east limits). Whitestown Parkway is configured with two 12-foot travel lanes in each direction, separated by a sixteen-foot wide space dedicated for turn lanes and traffic medians. The recently constructed medians have been filled with stone aggregate and are defined with concrete curbing. This Project will provide design of landscape plantings within the existing medians. The selection of low-maintenance plantings is preferred. Landscape irrigation is not included in this Project.

SCOPE OF BASIC SERVICES (LUMP SUM)

The Consultant will provide services of Indiana professional landscape architects and support personnel as necessary to complete the Scope of Basic Services outlined herein. The tasks required to complete this work are described below in the general order in which they will be performed.

157 E Maryland St, Indianapolis, IN 46204-3608 | OFFICE 317.633.4120 | ONLINE WWW.DLZ.COM

Akron Arlington Heights Burns Harbor Chicago Cleveland Columbus Detroit Fort Wayne Frankfort Hammond Indianapolis Joliet
Kalamazoo Lansing Louisville Melvindale Saint Joseph South Bend Toledo

A. Pre-Design Communication and Coordination

1. The Consultant shall schedule a Kick-Off Meeting with Client representatives.
 - a. Address Client and Consultant chain-of-command, sharing of contact information and the Client's preferred method(s) of exchanging project-related information.
 - b. Confirm that the Client's Scope of Work is consistent with the Scope of Services presented herein.
 - c. Confirm the Project Limits.
 - d. Discuss the Client's expectations for the Project design solution; reinforce the level of maintenance, and other relevant issues.
 - e. Confirm the Client's construction budget and schedule for the Project.
 - f. Acquire relevant documents from the Client including:
 - Auto Cad version of roadway plans with medians.
 - Current survey in digital format including the location of existing utilities within the medians.
 - Information on the size and depth of stone aggregate and if provision for a weed barrier or separator fabric was included.
 - The Client's preferred design standards for plantings within roadway medians.
 - A copy of the Whitestown municipal ordinance and/or design standards with respect to landscape improvements in the public right-of-way (R/W), and other related information.
 - g. Discuss the Client's procedures for review of design documents and Project dates for interim review of documents and deliverables to the Client.
 - h. Discuss other public R/W work being planned in the Whitestown Parkway area by the Client and the timing of this work. This work may be related to roadway, utilities, lighting, signage, landscape irrigation, and landscape design of the perimeter R/W.
 - i. Identify items requiring coordination among the Client, Consultant, and other reviewing parties.
 - j. Confirm regulatory requirements and required permitting, if any. Preliminary information indicates the total area of landscape medians is less than one (1) acre, therefore no Rule 5 permit is expected.
 - k. Obtain Client authorization to commence with Preliminary Design Stage.
2. If desired, conduct a Field Visit to the Project site with the Client to review and confirm existing site conditions; evaluate similar design solutions in the nearby vicinity; or other relevant field issues. Evaluate the end points of the medians to avoid plantings that may restrict the driver's line-of-sight.
3. Document and distribute discussions of the Kick-Off Meeting and Field Visit.

B. Preliminary Design Documents

1. Following completion of the Kick-Off Meeting and exchange of all relevant information, and upon Client authorization, the Consultant will commence with Preliminary Design.
2. Prepare a Project Base Drawing. The Client shall provide existing roadway median plans in Auto Cad format to the Consultant for preparation of Project base drawings for use in the preparation of Preliminary and Final Design Documents in 1" = 20' or 1" = 30' scale.
3. Prepare Preliminary Design Documents based on the confirmed scope of work, items discussed and conclusions reached in the Project Kick-Off Meeting and during the Field Visit. These documents will include:
 - a. Preliminary design and layout of plantings and related materials, details, and planting schedule, including the following drawings:
 - i. Landscape Planting Plans.
 - ii. Landscape Details and Schedule.
 - b. Prepare draft technical specifications in CSI format for items being specified in the Plans.
 - c. Prepare a preliminary opinion of probable construction cost according to the acceptable industry standards.
4. Schedule and conduct a Preliminary Design Review Meeting with the Client. Document and distribute discussions of the Meeting.

C. Final Design and Construction Documents

1. Following completion of the Preliminary Design Documents, the Consultant will make necessary revisions, and upon Client authorization, commence with preparation of Final Design and Construction Documents. As result, this will produce fully completed signed and sealed Drawings and Technical Specifications for the Client's use for procurement of public construction bids. Further, the Consultant will:
 - a. Assemble pre-final Construction Documents and submit to the Client for their internal routing and review.
 - b. Address and incorporate written review comments received from the Client into the final Construction Documents prior to re-issuance to the Client.
 2. Construction Documents will establish the full nature and scope of the Project and will include:
 - a. Final design and layout of plantings and related materials, details, and planting schedule, and will include the following drawings:
 - i. Landscape Planting Plans.
 - ii. Landscape Details and Schedule.
 - b. Prepare final technical specifications in CSI format for items being specified in the plans.
 - c. Prepare final opinion of probable construction cost according to the acceptable industry standards.
 3. Forward the above Final Construction Documents to the Client. See Deliverables.
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ADDITIONAL SERVICES

Services requested by the Client, or otherwise needed, which are not identified in the **SCOPE OF BASIC SERVICES (LUMP SUM)** shall be considered Additional Services. DLZ will proceed with Additional Services only upon the Client's written authorization, and upon such authorization, proceed on an hourly-rate basis as established in the Standard Fee Structure-Exhibit A, including related expenses. Possible Additional Services may include, but are not limited to the following:

- A. Bid Phase Assistance** - meet with the Client to discuss the extent of requested **Bid Phase Assistance** which may include some or all of the following work items:
1. Acquire the Client's standard "Front End Documents" and bidding procedures for procurement of public bids and, based on Client information provided, edit this document for use on this Project.
 2. Combine the edited "Front End Documents" with the Consultant's technical specifications to produce a bound Project Manual for bidding.
 3. If Bid Phase Assistance is requested, it is assumed the Project will be bid as a single lump sum bid amount and will be constructed under one (1) general construction contract. The following Bid Phase assistance will be provided for one (1) public bid occurrence:
 - a. Assist the Client in advertising for and obtaining bid proposals by providing a written Notice to Bidders.
 - b. The Consultant will utilize an on-line bidding office (such as ARC) for distribution of Bid Documents (including bound drawings and project manuals) to Bidders. The Client and Consultant will also be provided copies.
 - c. Issue addenda as appropriate to interpret, clarify or expand the Bid Documents. Required addendum will also be issued by the on-line bidding office.
 - d. Consult with the Client concerning and determine the acceptability of substitute materials and equipment proposed by the contractor when substitution prior to the award of contract is allowed by the Bid Documents.
- B. Construction Administration Phase**
1. Meet with the Client to discuss the extent of requested **Construction Administration** assistance which may include some or all of the following work items:
 2. Following award of the Construction Contract the Consultant will provide Construction Administration services during construction.
 - a. Conduct a Pre-Construction Conference with the Contractor addressing the following:
 - i. Contact information, Chain-of-Command and method for exchange of information.
 - ii. Contractor's mobilization, work staging area.
 - iii. Review the construction schedule, which is prepared by the Contractor for compliance with the Contract and advise the Client concerning its acceptability.
 - iv. Discuss the Contractor's procedure, as specified, for Requests for Information (RFI), Submittals, Applications for Payment, etc.
 - b. Provide construction observation at intervals requested by the Client including travel and travel-related expenses from DLZ's office to the Project site to determine that the Project is advancing generally, in accordance with the Contract Documents and advise the Client
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accordingly.

- c. Prepare observation reports of each visit and forward to the Client within five (5) days.
- d. Review and process the Contractor's prepared Shop Drawings, Product Data, Samples and similar submittals on a timely basis. Keep the Client apprised of the submittals status.
- e. Consider and evaluate the Contractor's suggestions for modifications in drawings and/or specifications and report them with recommendations to the Client.
- f. Prepare written response to the Contractor's RFIs to clarify the Construction Documents.
- g. Address required field changes by the Contractor or Client and administer Change Order requests to the Contract. The Consultant will provide detailed information and costs to the Client for Approval.
- h. Make a construction visit to determine the Construction is generally completed per the Contract Documents and prepare a written Punch List of deficient work. The Consultant and Client's Representative will establish the official dates of Substantial Completion and Final Completion.
- i. The Consultant will issue a Certificates of Substantial and Final Completion on behalf of the Client.

C. Record Documents

1. Provide record (as-built) drawings to the Client in reproducible format.
 - a. The Client shall forward the Contractor's full set of as-built drawings to the Consultant in order to update the Construction Documents (Auto Cad version) incorporating all field changes.
 - b. Contractor's Drawings are to be marked as "Record."

D. Other Additional Services

1. Additional meetings other than those identified in the Scope of Basic Services.
2. Public Presentations.
3. Evaluation or design of areas outside the defined Project area.
4. Graphic exhibits such as perspective sketches or plan renderings.
5. Legal property survey or verification of property lines.
6. Topographic surveying.
7. Utility investigation or agency coordination.
8. Services to make measured drawings, investigate the accuracy of drawings, existing conditions or other information furnished by the Client.
9. Preparation of Permitting.
10. Furnishing services of independent professional associates and consultants.
11. Services during out-of-town travel required of the Consultant other than visits to the Project site or the Client's office.

CLIENT RESPONSIBILITIES

The Client shall be responsible for providing the following to the Consultant for use on this project:

1. Designate in writing a person to act as Client's representative with respect to the services to be rendered for this project. Such person shall have complete authority to transmit instructions, receive
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information, interpret and define Client's policies and decisions with respect to the Consultant's services for the Project.

2. Provide all criteria and full information as to Client's requirements for the Project, including design objectives and constraints, space and performance requirements, and any budgetary limitations.
4. Provide available data and information as requested by the Consultant and as deemed necessary for the design of this Project. This includes, but is not limited to, those items stated under Scope of Basic Services.
5. Arrange for access to and make all provisions for the Consultant to enter upon public property as required to perform services under this Agreement.
6. Examine all drawings, specifications, and other documents presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
7. Furnish all legal services as may be required for the development of the Project.
8. Provide written approval of completed work. Accomplish reviews and provide written approvals in a timely manner.

SCHEDULE

For the Scope of Basic Services described herein, the Consultant is prepared to commence work immediately upon receipt of a signed letter agreement and written authorization-to-proceed. The Consultant will commence with Pre-Design Communication and Coordination by scheduling of a Kick-Off Meeting with the Client.

Following the Kick-Off Meeting and the Consultant's receipt of all relevant documents from the Client as stated herein, the Consultant will commence with Preliminary Design. A total of two (2) weeks is anticipated to complete the Preliminary Design and to schedule a Design Review Meeting with the Client.

Following the Preliminary Design Review Meeting and authorization to proceed, the Consultant will commence with Final Design and Construction Documents. A total of two (2) weeks is anticipated for completion and to forward Final Construction Documents to the Client. See Deliverables.

DELIVERABLES

DLZ shall provide the following in accordance with this Agreement:

- Six (6) copies of the Preliminary Design Documents and correspondence as stated herein.
- Six (6) copies of the Final Construction Documents and correspondence as stated herein.
- One (1) digital copy of the Final Construction Documents.

COMPENSATION

DLZ Indiana, LLC shall perform professional services rendered under the **SCOPE OF BASIC SERVICES** for a lump sum fee not to exceed **Seven-Thousand, Eight-Hundred Dollars and Zero Cents (\$7,800.00)**, unless a modification of the Agreement is approved in writing by the Client. This lump sum fee includes printing expenses for the above stated deliverables and travel related expenses for the two (2) meetings under Scope of Basic Services.

* Reimbursable expenses are in addition to the above Scope of Basic Services compensation and include actual



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expenditures for (as-requested) additional printing, shipping, other Project related fees that may be required, or for expenses identified under Additional Services. Reimbursable expenses shall be payable at a multiple of 1.20 times the actual expenses billed to DLZ.

STANDARD TERMS AND CONDITIONS

The Standard Terms and Conditions as set forth in the original executed agreement (Exhibit B) are incorporated here into and made a part of this supplement of letter agreement. The "Client" referred to in the Standard Terms and Conditions means the Town of Whitestown.

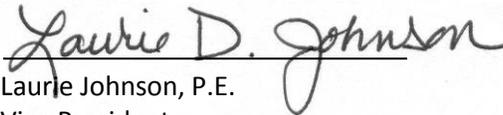
CLOSING

DLZ trusts this Letter Agreement meets with your approval; however, should you have any questions or need additional information, please do not hesitate to contact the undersigned at (317) 633-4120.

We look forward to working with Whitestown on this project and appreciate the opportunity to provide your community the requested landscape architectural services.

Respectfully submitted,

DLZ Indiana, LLC


Laurie Johnson, P.E.
Vice President

1/26/2017

Date: _____

APPROVED AND ACCEPTED:

Town of Whitestown, Indiana

Dax Norton
Town Manager

Date

ATTEST:

Date



EXHIBIT A

**DLZ INDIANA, LLC - STANDARD FEE STRUCTURE
ENGINEERING/ARCHITECTURAL
2017**

Activity Code	Employee Classification	2017 Hourly Rate
1	Principal	\$240.00
49/49D	Division Manager/Director	\$210.00
50	Department Manager	\$185.00
55/4	Registered Land Surveyor/Survey Coordinator	\$135.00
80/217	Senior Project Manager / Project Manager II	\$190.00
21/216	Project Manager I	\$170.00
341/340/556/557	Electrical/Mechanical/Structural Engineer VI	\$175.00
555/565/214	Engineer V/Architect V/Landscape Architect V/Planner V/Scientist V/Geologist V / Surveyor V	\$160.00
554/564	Engineer IV/Architect IV/Landscape Architect IV/Planner IV/Scientist IV/Geologist IV	\$155.00
53/58	Engineer III/Architect III/Landscape Architect III/Planner III/Scientist III/Geologist III	\$135.00
52/57	Engineer II/Architect II/Landscape Architect II/Planner II/Scientist II/Geologist II	\$125.00
51/56	Engineer I/Architect I/Landscape Architect I/Planner I/Scientist I/Geologist I	\$100.00
28	Designer I	\$95.00
472	Designer II	\$115.00
473	Designer III	\$130.00
29	Technician	\$75.00
147	Construction Observer Manager /Administrator	\$125.00
152	Construction Observer	\$100.00
43	Clerical	\$70.00
6	Intern	\$55.00

	Crew Classification	2017 Hourly Rate
142/99	2 - person Topographic Survey Crew (straight time)	\$200.00
142/99	2 – person Topographic Survey Crew (over time)	\$260.00
63	1 – person Field Crew	\$125.00
63	1 – person Field Crew (over time)	\$170.00
GPS	1 – person GPS/RTK Field Crew	\$170.00
SCAN	HDS Laser Scanning Crew	\$275.00
13/94	Field Survey Technician / Survey-Mapping Assistant	\$80.00

Reimbursable Expenses	Rate
Mileage	\$0.535/mile
Travel Expenses	@ Cost
Living Expenses	@ Cost
Reproduction	Cost plus 10%
Subconsultants	Cost plus 10%
Equipment Rental	Cost plus 10%

Note: This project is expected to be completed by December 31, 2017. If, at no fault of the ENGINEER, any delays are encountered, the ENGINEER reserves the right to renegotiate cost of living rate increases beyond December 31, 2017.

EXHIBIT B
DLZ'S STANDARD TERMS AND CONDITIONS

1. INVOICE AND PAYMENT PROCEDURES: DLZ shall submit invoices, once a month, at a minimum, to the CLIENT for Services accomplished during each calendar month.

The CLIENT hereby agrees that payment will be made for DLZ's Services within thirty (30) days from the date of the invoice; and, in default of such payment, hereby agrees to pay all cost of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. The CLIENT hereby acknowledges that unpaid invoices shall accrue interest at 18 percent per annum after they have been outstanding for over thirty (30) days. If an invoice remains unpaid sixty (60) days after the date of the invoice, DLZ may, upon giving seven (7) days written notice of its intent to do so, suspend all Services on the CLIENT's project. This suspension shall remain in effect until all unpaid invoices are paid in full. If an invoice remains unpaid ninety (90) days after the date of the invoice, DLZ may, upon giving seven (7) days written notice of its intent to do so, declare CLIENT to be in breach of this Agreement and pursue its remedies for collection.

2. CONSTRUCTION SERVICES: Construction Phase Services are not intended to include exhaustive detailed inspections of contractor work but site observations to become generally familiar with and to keep CLIENT informed about the progress and quality of work. The Contractor is solely responsible for its compliance or noncompliance with the Contract Documents. If, under this Agreement, professional services are provided during the construction phase of the project, DLZ shall not be responsible for or have control over contractor means, methods, techniques, sequences, or procedures; or for safety precautions and programs in connection with the Work. Nor shall DLZ be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents or for Contractor's failure to comply with applicable laws, ordinances, rules or regulations. Under no circumstances will DLZ have any direct contractual relationship with the Construction Manager, Contractor, any subcontractors, material suppliers or other consultants unless DLZ and the CLIENT expressly agree otherwise in writing. CLIENT agrees that DLZ will perform on-site construction observation for this project and that such services will not be performed by others.

3. SUBSURFACE INVESTIGATION: DLZ makes no representations concerning soil conditions unless specifically included in writing in this Agreement, and DLZ is not responsible for any liability that may arise out of the making or failure to make soil surveys, or sub-surface soil tests, or general soil testing.

4. AGENCY REVIEW: In the event that, due to a change in applicable laws or a change in the requirements or policies of a governmental agency after the date of this Agreement, additional office or field work is required, said additional work shall be paid for by CLIENT as extra work.

5. SURVEY STAKING: In the event that any survey staking is disturbed by an act of God or parties other than DLZ, the cost of restaking shall be paid for by CLIENT as extra work.

6. MISCELLANEOUS EXPENSES: The CLIENT shall pay the costs of checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this Agreement.

7. CHANGE OF SCOPE: The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by DLZ and CLIENT. DLZ will promptly notify CLIENT of any perceived changes of scope in writing and the parties shall negotiate modifications to this Agreement before commencement of any change in scope.

8. SAFETY: DLZ shall establish and maintain programs and procedures for the safety of its employees. DLZ specifically disclaims any authority or responsibility for general job site safety and safety of persons other than DLZ employees.

9. REUSE OF PROJECT DELIVERABLES: Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by CLIENT for any purpose other than that for which such documents or deliverable were originally prepared, or alternation of such documents or deliverables without written verification or adaptation by DLZ for the specific purpose intended, shall be at CLIENT's sole risk.

10. OPINIONS OF CONSTRUCTION COST: Any opinion of construction costs prepared by DLZ is supplied for the general guidance of the CLIENT only. Since DLZ has no control over competitive bidding or market conditions, DLZ cannot guarantee the accuracy of such opinions as compared to contract bids or actual cost to CLIENT.

11. INSURANCE: DLZ will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with all legal requirements and DLZ business requirements. Certificates evidencing such coverage will be provided to CLIENT upon request. For projects involving construction, CLIENT agrees to require its construction contractor, if any, to include DLZ as an additional insured on its policies relating to the Project. DLZ coverage referenced above shall, in such case, be excess over contractor's primary coverage.

12. INDEMNITY: To the fullest extent permitted by law, DLZ shall indemnify and save harmless CLIENT from and against liability and damages sustained by CLIENT, its employees, and representatives by reason of injury or death to persons or damage to tangible property to the proportionate extent caused directly by the negligence of DLZ or its employees.

13. LIABILITY: No employee of DLZ, its parent, subsidiary or affiliate companies, shall have individual liability to CLIENT. DLZ's total liability to CLIENT, and CLIENT's coverage under any of DLZ's insurance policies as an additional insured, if provided, for any and all injuries, claims, losses, expenses or damages arising out of DLZ's Services or this Agreement from any causes including, but not limited to, DLZ's negligence, error, omissions, strict liability, or breach of contract shall not exceed the total compensation received by DLZ under this Agreement. If CLIENT desires a limit of liability greater than provided above, CLIENT and DLZ shall include in the Agreement the amount of such limit and the additional compensation to be paid to DLZ for assumption of such risk.

14. PREVAILING PARTY LITIGATION COSTS: In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs from the other party. Any litigation shall be governed by the laws of the state in which the Project is located. The sole venue for any lawsuit filed as a result of this Agreement is the county in which the project is located.

15. AUTHORITY: The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

16. STATUTE OF LIMITATIONS: To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims regarding DLZ's performance under this Agreement shall expire one year after Project Completion.

17. SCHEDULE: DLZ shall not be responsible for the Contractor's schedule or failure to carry out the Work in accordance with the Contract documents. DLZ shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons performing portions of the Work.

18. SHOP DRAWINGS: DLZ will review shop drawings solely for general conformance with design concept, and not for the purpose of reviewing or approving their accuracy, completeness, dimensions or quantities, constructability, performance, compatibility with other construction components, or their compliance with the requirements of the Contract Documents, such as Buy America requirements, all of which remain the responsibility of the Contractor. DLZ's review also is not for the purpose of reviewing or approving the Contractor's safety precautions or construction means, methods, techniques, sequences or procedures.