

DRAFT

Drafted February 9, 2018
Revised February 13, 2018



Mr. Peter L. Olson, Town Manager
Town of Yorktown
PO Box 518
Yorktown, IN 47396

RE: Yorktown Downtown Plans
Design Development and Construction Documents (first design phase of implementation)

Dear Pete:

Based on our recent meetings and discussions with the Town of Yorktown and The Veridus Group, Context is pleased to present the following proposal for additional design services. We sincerely appreciate the opportunity to continue working with you, the Town Council, and Redevelopment Commission toward a vibrant, sustainable vision for downtown.

Project Approach and Understanding

We understand the following priorities and decisions to be essential to achieving the Town's goals for this Project:

1. The Town is acting through various means to implement the previously adopted Downtown Redevelopment Plan (DRP), December 2016, and Detailed Design Plans, December 2017, which were prepared by Context Design. Veridus Group will continue to serve the Town in various capacities through the next phases of implementation, design, and bidding and construction.
2. The Town seeks to prepare plans for bidding and construction, including additional cost estimating. Cost estimate updates will help determine project elements to include within bid documents as either base bid, alternates, or future improvements.
3. Context Design and Butler, Fairman and Seufert (BF&S) have been asked to continue collaboration on design and coordination. Work by both firms will be executed on a parallel track.
4. Context professional fees include a reasonable amount of design coordination between our work and adjacent projects as to help advance all Town projects within the DRP area. Detailed design efforts for adjacent projects is not part of our scope.
5. We anticipate sharing plans, graphics, and project deliverables with the Town for use in providing the RDC, Council, and Public updates as deemed necessary by the Town.
6. BF&S will lead the bidding process including document preparation and communication with the Town and bidders. Context shall support this effort as needed. We are assuming an approximate 60/40 split for bidding work, BF&S/Context.
7. Context's approach to designing and detailing various site features, amenities, and structures for public bidding and construction includes coordination with BF&S for utility services and connections, and coordination with vendors, suppliers, and fabricators to develop plans, details, and specifications. Our scope and fees include allowances for consultation with an Architect, Structural Engineer, and/or MEP consultant for those elements requiring sealed plans.

Assumptions

We have made the following assumptions regarding our scope of services and coordination with the Town and other consultants on this project:

1. Survey and Geotechnical study shall be provided by others on an as-needed basis. This phase of design will continue with existing survey that is intended to expand upon Town approval.
2. Context and BF&S have collaborated during the development of Proposals by both firms. Both are committed to ongoing planning and design coordination to achieve the Project Understanding and Scope of Services.
3. Context will advance current plans in an abbreviated Design Development phase and review progress with the Town and BF&S, so that Civil Plans can proceed based on minimal changes to alignments such as curb lines once Construction Document work has begun.
4. Context will meet with the Town, Veridus, and other consultants for a project kickoff meeting and site visit. Another such meeting and site visit may be useful as a part of transitioning fully into Construction Documents. We anticipate bi-weekly design review meetings from project kickoff through the release of bid documents. We can attend 1-2 RDC meetings to provide and update and receive feedback.
5. Any site features or structures that require detailed vendor or fabricator plans and details will be detailed to the level of Intent Plans and Details, which can be bid with additional Contractor Design/Build requirements, issued as part of an RFP, or developed further upon execution of additional scope. For example, automatic access gates or highly custom furnishings or features such as firepits.
6. Bridge design and bidding/construction will follow a separate timeline than other project areas and components. Context will coordinate with BF&S and the Town on our related scope items accordingly.
7. Canal Street, Market to Walnut is likely to be bid as an alternate.

Scope of Services

PROJECT AREAS

The following scope is included in our work and aligns with BF&S's proposal:

1. Canal Street, Plum Street to Market Street
2. Canal Street, Market Street to Walnut Street
3. Future Street, S.R. 32 To Canal Street
4. Vine Street, S.R. 32 To Canal Street
5. S.R. 32 Pedestrian Crossing Improvements at Vine Street
6. Market Street, S.R. 32 To Canal Street
7. Pedestrian Bridge from Overlook Park to Trail Head Area Within Morrows Meadow
8. Civic Green
9. Overlook Park
10. Buck Creek Trail (South Side) From New Bridge to Existing Bridge
11. Conceptual Study of Wooded Areas in the Buck Creek Trail Corridor, noted above

Design for additional locations or adjacent projects will be addressed via future contracts and/or amendments.

DESIGN DEVELOPMENT

- a) Refinement of previous detailed design and schematic layout.
- b) Advance Material and Product recommendations
- c) Special Features and Amenity refinement
- d) Design refinement and BF&S Coordination for the Overlook Park, Bridge and Trail Head, and Buck Creek Trail

- e) Early vendor / fabricator coordination as to advance design detail and inform cost estimate updates
- f) Cost estimate updates and budget review with the Town
- g) Plan Set and Graphics

CONSTRUCTION DOCUMENTS

- a) Site Plans and details
- b) Detailed specifications related to site plans and details (book-type format)
- c) Assistance in preparing bidding documents and forms (BF&S to lead)
- d) Cost Estimate updates at two milestones, generally defined by Preliminary and Final Plans
- e) Plans shall include alternates, as determined by the Town, based on cost estimate/ budget review
- f) Print Check-Set Bid Documents and conduct a review, “page-turn” with the Client and relevant Town departments, including any official required local review (TAC or similar)
- g) Plans, Details, and Specifications shall include the following:
 - Plans to be sealed by BF&S that involve Context coordination are noted as such, below.*
 - Title sheet
 - Existing conditions plan (Coordination only, final plans by BF&S)
 - Site demolition plans (Coordination only, final plans by BF&S)
 - Site material key and layout plans
 - Shade and Shelter/Performance Structures (per Project Understanding and Assumptions above related to consulting support)
 - Grading and Drainage Intent plans (Coordination only, final plans by BF&S)
 - Site electrical and lighting plans
 - Site features and amenity design (per Project Understanding and Assumptions above related to consulting support)
 - Utility intent plans (Coordination only, final plans by BF&S)
 - Planting plans and details (including availability planning)
 - Irrigation plans
 - Site furnishings and amenities plan
 - Site details related to items above items
 - By Others:
 - Drainage computations & summary report
 - Existing conditions / survey plan
 - Maintenance of traffic plans
 - Road and Infrastructure plans
 - Grading and drainage plans
 - Utility service and site utility plans
 - Traffic signal and intersection plans
 - Erosion and sediment control plan
 - Storm water pollution prevention plan
 - Permitting and Jurisdictional review beyond local entities (INDOT, etc.)
 - Road and Infrastructure repair plans related to utility work outside the base project areas

BIDDING ASSISTANCE

- a) Document and form preparation as to support BF&S, as described above
- b) Pre-Bid meeting
- c) Prepare addenda as needed
- d) Assist with bid tabulation form
- e) Prepare bid analysis and written recommendations for related scope

CONSTRUCTION PHASE SUPPORT

Separate professional fees are included below. This is based on an estimation of approximately 12 months of construction. We anticipate that Context, BF&S, and the Town will discuss and negotiate the appropriate level of Construction Phase Support as plans move from the Preliminary to Final stages. The following scope of services is intended to supplement more continuous on-site construction support and inspection services by BF&S.

- a) Clarifications of the Bid Documents
- b) Construction observation visits, construction progress meetings, and field reports (assumed to be on a bi-weekly interval).
- c) Review of shop drawings and submittals.
- d) Review of contractor payment applications.
- e) Respond to contractor Requests for Information.
- f) Punch List observation and reports to establish substantial completion and document a written list of deficiencies requiring the Contractor's attention prior to releasing retainage.
- g) Issue all digital records of reports, photographs, and other documentation compiled throughout construction to Client.

Anticipated Project Timeline

Context will work with the Town and Design Consultants to expedite the production of bid documents when possible. The following timeline assumes and allows for at least 2 updates to the RDC on their regular calendar. This timeline is approximate, but generally achieves the Town's goals and schedule discussed in recent meetings. Various design process factors and related factors regarding land acquisition, Town development partnerships and adjacent project work, permitting, and regulatory review could result in extension of the timeline below. Various site features and amenities may require coordination, review with the Town, and submission on a different timeframe than the general Site/Civil plans.

General Site

Project Kickoff	February 23, 2018
Design Development	3 - 4 weeks
Preliminary Plans	April 6, 2018
Final Review Plans	June 18, 2018
Bid Advertisement	July 23, 2018
Project Bid	August 20, 2018

Bridge Component

Preliminary Plans	April 21, 2018
Final Review Plans	August 20, 2018
Bid Advertisement	September 18, 2018
Project Bid	October 18, 2018

Professional Fees

The first phase of design, the "Detailed Design Phase" has been factored in to the development of these fees. Cost estimates presented as part of the December 2017 submittal and RDC review are the basis of these fees. We understand the total project cost to be approximately \$12m and as such, certain project area budgets may need to be reduced. During the Design Development phase, Context is willing to negotiate in good faith with the Town on final lump sum fees for various project areas, if the Town determines that certain areas require significant reduction in budget. Breakdown of the total design, bidding, and construction process by percentage is generally broken down as follows:

Previous Design	15%
Design Development /	
Construction and Bid Documents	70%
Construction Phase Support	15%

Fees have been generated throughout the design process with consideration of complexity of features per project area.

Lump Sum fees for the following project areas: \$ 330,000

1. Canal Street, Plum Street to Market Street
2. Canal Street, Market Street to Walnut Street
3. Future Street, S.R. 32 To Canal Street
4. Vine Street, S.R. 32 To Canal Street

5. S.R. 32 Pedestrian Crossing Improvements at Vine Street
6. Market Street, S.R. 32 To Canal Street
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Hourly, Not-to-Exceed fees for Construction Phase Support \$ 35,500

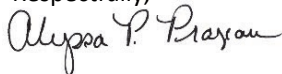
Fees are based on producing up to two sets of Bid Documents for site work, and assumes the Bridge is separate. If additional project areas and design scope are added in the initial design process resulting in additional bid packages Context will see written approval for a contract amendment for those services.

Reimbursable expenses shall be invoiced in addition to professional fees as described within the attached Standard Terms & Conditions. Context will limit printing and plotting and utilize digital formats as much as possible.

Terms of Agreement

The attached Standard Terms and Conditions shall apply to this Contract. Payment in full will be due upon completion of each phase of the work, or upon receipt of a monthly invoice for work to date. Should our firm's certification as a Woman-owned Business Enterprise (WBE) be important during contract development, please advise and we will forward a certificate for your records. Please provide a signed digital copy of this proposal. We look forward to collaborating with you on this and future projects!

Respectfully,



Context, LLC
Alyssa P. PrazEAU, PLA, ASLA, CLARB
Managing Partner

All Scope (except Const. Phase Support)

Authorized Representative
Town of Yorktown

_____ date

Const. Phase Support

Authorized Representative
Town of Yorktown

_____ date

STANDARD TERMS AND CONDITIONS form an integral part of the Agreement for the referenced Project; **Yorktown Downtown Plans (DD, CD)** for the **Town of Yorktown in Yorktown, Indiana**.
CONTEXT, LLC *Landscape Architecture*

1. **INSURANCE:** The Consultant shall secure and endeavor to maintain such insurance as will protect the Client from claims of negligence, bodily injury, death, or property damage that may arise out of the performance of the Consultants' services under this agreement.

2. **RISK ALLOCATION:** In recognition of the relative risks, rewards and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claim expenses, including attorney's fees, arising out of this Agreement, from any cause or causes, shall not exceed the total amount of the Consultant's fee for any claim arising out of the Consultant's negligence.

3. **PAYMENT TO THE CONSULTANT:** If the Client fails to make monthly payments due the Consultant, the Consultant may, after giving seven days written notice to the Client, suspend services under this Agreement and retain all work products deliverable to the Client until full payment. The project completion date shall be automatically extended by the number of days services are suspended. No deductions shall be made from the Consultant's compensation on account of penalty, liquidated damages or other sums withheld from payment(s) to Contractors or based on Contractors performance.

4. **OPINION OF CONSTRUCTION COSTS:** Any opinion of construction cost prepared by the Consultant represents his judgment as a design professional and is supplied for the general guidance of the Client. Since the Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, the Consultant does not guarantee the accuracy of such opinions as compared to Contractor bids or actual cost to the Client.

5. **OWNERSHIP OF DOCUMENTS:** It is understood by and between the parties to this Agreement that all Drawings, Specifications and other work or products of the Consultant for this Project shall remain the property of the Consultant and are instruments of service for this Project only and shall apply to this particular Project only. Any reuse of the instruments of service of the Consultant by the Client for any extensions of the Project or for any other project without the written permission of the Consultant shall be prohibited.

6. **REIMBURSABLE EXPENSES:** Reimbursable expenses include actual expenditures made by the Consultant, his employees or his sub-consultants on behalf of the project. Reimbursable expenses include, but are not necessarily limited to, the following: (a) expenses of transportation and living when traveling in connection with a project; long distance telephone calls; overnight or express mail; photographic development and supplies; couriers and fees paid for testing and/or for securing approval of authorities having jurisdiction over this Project; (b) expenses of printing, reproduction, postage and handling of drawings and specifications; (c) expenses related to sub-consultants and specialists when authorized by the Client. Mileage shall be billed at the federal standard rate

determined by the IRS. All reimbursable expenses shall be billed as a multiple of 1.1 times the cost incurred by the Consultant.

In-house plotting, printing and reproduction will be billed as follows:

Drawing Plots	18 x 24 bond	\$1.00
	24 x 36 bond	\$1.50
	30 x 42 bond	\$2.25
	36 x 48 bond	\$3.00
Color Prints	8.5 x 11 bond	\$0.75
	11 x 17 bond	\$1.25

7. **CONSTRUCTION PHASE SERVICES:** Should the Client authorize construction installation based on the plans provided under this Agreement without project observation, review of Contractor's performance, and/or construction phase services by the Consultant, the Client assumes all responsibility for interpretation of these documents and for construction observation, and waives any claims against the Consultant that may be in any way connected thereto.

8. **EXISTING AND HIDDEN CONDITIONS:** A condition is hidden if existing finishes or features conceal it or if it cannot be investigated by reasonable visual observation. If the Consultant has reason to believe that such a condition may exist, the Consultant will notify the Client, who shall then authorize and pay for all costs associated with the investigation of such condition and, if necessary, all costs necessary to correct said condition.

9. **DISPUTE RESOLUTION:** All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement, or breach thereof, shall be presented to non-binding mediation, subject to the parties agreeing on a mediator.

10. **CHANGES IN SCOPE OF SERVICES:** In the event the scope of work as described in this Agreement changes to a degree that will alter the fee, the Client shall be notified in writing and a revised fee will be documented and a completion time and compensation amount will be submitted for approval.

For services not included in this Agreement, Additional Compensation shall be computed using the following hourly rates:

Principal	\$140.00/hour
Project Landscape Architect	\$125.00/hour
Senior Designer	\$120.00/hour
Designer	\$110.00/hour
Draftsperson	\$90.00/hour
Administrative Support	\$70.00/hour

Rates indicated are in effect through December 31, 2018, after which time they will increase in relationship to salary increases.