

May 25, 2022

Mr. Pete Olson, Town Manager  
Town of Yorktown  
9312 W Smith Street  
Yorktown, IN 47396



### Town of Yorktown - General Services (2022)

Pete:

Thank you for the opportunity to provide this proposal. This brief contract letter outlines general design services related to ongoing work for the Town related to previous project contracts, and new design opportunities.

### Scope and Assumptions

The Town of Yorktown and Context Design have discussed the need for a general service contract for services that are separate from existing contracts. This contract will allow the Town Manager to give Context direction and approval on varied design tasks quickly as needs arise.

Context will coordinate with other consultants as needed and communicate these expectations with the Town Manager prior to executing the work.

The Town Manager and Context will outline and agree to tasks, deliverables, and timeline via email. Context will execute tasks accordingly and track time monthly for hourly billing. Context will provide a monthly summary of tasks completed (and any expected within the next 1-2 months, as needed).

Context is assuming that deliverables within this scope of work are substantially similar in character and format to those produced through existing contracts. Different deliverables will be outlined with emails for approval.

### Fee Basis

We propose the following hourly, not-to-exceed fee basis for the scope of work outlined above. Hours will be tracked and billed monthly. Reimbursable expenses of mileage, meals, postage, and in-house plotting and reproduction will be invoiced in addition to professional fees. Payment in full will be due upon completion of the work, or upon receipt of a monthly invoice for work to date.

Context shall not exceed a total to \$18,000.00 for this scope of work without written authorization from the Town or an approved amendment to this contract.

Hourly billing shall be based on the following from our standard terms:

<i>Principal</i>	<i>\$160.00/hour</i>
<i>Project Landscape Architect</i>	<i>\$150.00/hour</i>
<i>Senior Designer</i>	<i>\$135.00/hour</i>
<i>Designer</i>	<i>\$130.00/hour</i>
<i>Production Support</i>	<i>\$115.00/hour</i>
<i>Administrative Support</i>	<i>\$90.00/hour</i>

Please let us know what questions you have. We greatly appreciate your consideration of this proposal!

Respectfully,

A handwritten signature in black ink that reads "Alyssa P. Prazau".

Context, LLC  
Alyssa P. Prazau, PLA, ASLA  
Managing Partner

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Authorized Representative  
Town of Yorktown, Indiana

date

**STANDARD TERMS AND CONDITIONS** form an integral part of the Agreement for the referenced Project; **Yorktown General Services (2022)** for the **The Town of Yorktown, Indiana in Yorktown, IN.**  
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 Contractor's 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/her employees or his/her 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:

Black & White Drawing Plots	\$0.25/sf
Color Drawing Plots	\$3.00/sf
Black & White Prints (8.5x11)	\$0.15 each
Black & White Prints (11x17)	\$0.30 each
Color Prints (8.5x11)	\$0.75 each
Color Prints (11x17)	\$1.50 each

7. **CONSTRUCTION PHASE SUPPORT:** 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	\$160.00/hour
Project Landscape Architect	\$150.00/hour
Senior Designer	\$135.00/hour
Designer	\$130.00/hour
Production Support	\$115.00/hour
Administrative Support	\$ 90.00/hour

Rates indicated are in effect through December 31, 2022, after which time they will increase in relationship to salary increases.