



FLATLAND RESOURCES, LLC
PO Box 1293 – MUNCIE, INDIANA 47308
P: 765.284.2328 – F: 765.284.2353

CONTRACT FOR PROFESSIONAL SERVICES

5/5/2023

Client:

Town of Yorktown
9312 West Smith Street
Yorktown, IN 47396

Project:

Yorktown Parks 5-Year Master Plan

Agents:

Chase Bruton
Town Manager
Town of Yorktown

Project Location and Limits:

Delaware County, within the limits of the Town of Yorktown. See Attachment A for a map of the project area.

Project Description:

The purpose of this project is to develop a 5-year parks master plan per the Indiana DNR guidelines. Through the creation of the master plan and subsequent approval by the IDNR, the Town of Yorktown will have access to grant funds to help pay for park and trail improvements.

Scope of Services:

FLR will provide a team of professionally qualified personnel to develop a 5-year parks master plan that will be approved by the Indiana DNR. Because the last parks master plan was completed in 2006, FLR will be starting the process from scratch, as much of the underlying data, research, and information is out of date. To be eligible for grant funding opportunities in 2024, a draft version of the plan must be submitted to the DNR by November 15th, and April 15th for final approval. FLR will work to meet these deadlines, to allow the Town of Yorktown access to grant funding as quickly as possible.

For a plan to be approved by the DNR, it must have at a minimum, the following sections:

- 1) Goals & Objectives – List the goals and objectives of the parks board, parks and recreation department and the master plan itself. FLR will work with the Town to help reestablish the parks board.

- 2) Scoping – FLR will collect data and information on demographics, land use, geographical, climatological, historical, cultural, and other defining features and characteristics of the Town, then analyze why they are influential at a community level. Population and economic data will also be analyzed.
- 3) Supply Analysis – FLR will take stock of existing park infrastructure and list their characteristics (size, programs, etc.) and what parks are proposed within the community.
- 4) ADA Analysis - FLR will evaluate the current ADA compliance of the parks within the community, discuss what upgrades would be needed to bring the parks into ADA compliance (if necessary), and ensure the Parks Board signs off on the ABA/ADA/Rehab Act-Section 504 compliance sign-off sheet.
- 5) Public Participation – FLR will compile a survey via multiple media forms and host two in-person public meetings to gather feedback and input on the wants and needs of the community as it relates to the parks.
- 6) Needs Analysis – FLR will compile facility standards based on feedback gathered from stakeholders, public participation, state standards, and local leaders.
- 7) New/Existing Facilities Map – FLR will create map(s) showing an inventory of the existing and proposed park facilities.
- 8) Priorities & Strategic Action Schedule – FLR will work with the Parks Board and community leaders to put together a plan, cost estimate and timeline for upgrading and implementing new park infrastructure within the community.

After the master plan is completed, FLR will work with the Town of Yorktown to adopt the plan through the Parks and Recreation Board, and subsequently have the Indiana DNR approve said plan.

Timeline:

Below is a proposed timeline for the scope of services. This timeline can be adjusted to fit the needs of the Town.

Task	June	July	August	September	October	November	December	January	February	March	April
Goals & Objectives	▲				▲						
Scoping	■	■									
Supply Analysis - Existing Parks		■	■								
ADA Analysis		■	■								
Public Participation											
Survey (Online, Social Media)			■	■	■						
In-person Public Meetings			■	■	■						
Needs Analysis			■	■	■						
New/Existing Facilities Map				■	■	■	■	■	■		
Priorities & Strategic Action Schedule				■	■	■	■	■	■	■	■
Plan Composition				■	■	■	■	■	■	■	▲

▲ Meeting w/ Stakeholder Group/Parks Board
 ■ Submit draft version of master plan to DNR for review and comment
 ▲ Submit final version of master plan for DNR acceptance



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Fee:

FLR will execute and implement the above listed tasks for a fee of:

Yorktown Parks 5-Year Master Plan
\$23,070.00
Twenty-three Thousand Seventy Dollars & 0/100

Acceptance:

Chase Bruton
Town Manager
Town of Yorktown

Phil Tevis
Member/Owner
FlatLand Resources, LLC

Payment:

FLR shall submit invoices once a month at a minimum to the Project Owner or the Owner's agent for services rendered during the previous calendar month.

The Project Owner or the Owner's Agent hereby agrees that payment will be made for the said Services within 30 days from Project Owner receiving payment from State Funding agency; 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 Project Owner or the Owner's Agent hereby acknowledges that unpaid invoices shall accrue interest at 18 percent per annum after they have been outstanding for over 60 days. FLR will reserve the right to suspend work if payments become delinquent. If work is suspended, services will not resume until payment is made in full, including related collection fees, attorney's fees, interest and late charges.

STANDARD TERMS AND CONDITIONS

1. INVOICE AND PAYMENT PROCEDURES:

FlatLand (FLR) shall submit invoices, once a month, at a minimum, to the OWNER for Services accomplished during each calendar month. The OWNER, as OWNER or authorized agent for the OWNER hereby agrees that payment will be made for said 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 OWNER hereby acknowledges that unpaid invoices shall accrue interest at 10 percent per annum after they have been outstanding for over sixty (60) days. If an invoice remains unpaid ninety (90) days after the date of the invoice, FLR may, upon giving seven (7) days written notice of its intent to do so, suspend all Services on the OWNER's project. This suspension shall remain in effect until all unpaid invoices are paid in full. If an invoice remains unpaid one hundred twenty (120) days after the date of the invoice, FLR may, upon giving seven (7) days written notice of its intent to do so, declare OWNER to be in breach of this Agreement and pursue its remedies for collection.

2. CONSTRUCTION SERVICES: If, under this Agreement, professional services are provided during the construction phase of the project, FLR shall not be responsible for or have control over means, methods, techniques, sequences, or procedures; or for safety precautions and programs in connection with the Work. Nor shall FLR 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 FLR have any direct contractual relationship with the Construction Manager, Contractor, any subcontractors, material suppliers or other consultants unless FLR and the Owner expressly agree otherwise in writing.

3. SUBSURFACE INVESTIGATION: FLR makes no representations concerning soil conditions unless specifically included in writing in this agreement, and FLR 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 the plans, specifications, and/or field work covered by this contract are those required by various governmental agencies and in the event, that due to change of policy of said agencies after the date of this agreement, additional office or field work is required, the said additional work shall be paid for by OWNER as extra work.

5. SURVEY STAKING: In the event that any staking is destroyed by an act of God or parties other than FLR, the cost of re-staking shall be paid for by OWNER as extra work.

6. MISCELLANEOUS EXPENSES: The OWNER 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 FLR and OWNER. FLR will promptly notify OWNER of any perceived changes of scope in writing and the parties shall negotiate modifications to this Agreement before commencement of change in scope.

8. SAFETY: FLR specifically disclaims any authority or responsibility for general job site safety and safety of persons other than FLR employees.

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

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

11. INSURANCE: FLR will maintain insurance coverage for Professional, Comprehensive General, Automobile and Employer's Liability in amounts mutually agreed upon by the parties. Certificates evidencing such coverage will be provided to OWNER upon request. For projects involving construction, OWNER agrees to require its construction contractor, if any, to include FLR as an additional insured on its policies relating to the Project. FLR coverages referenced above shall, in such case, be excess over Contractor's primary coverage.

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

13. LIMITATIONS OF LIABILITY: No employee of FLR shall have individual liability to OWNER. OWNER agrees that, to the fullest extent permitted by law, FLR's total liability to OWNER for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, FLR's negligence, error, omissions, liability, or breach of contract shall not exceed the total Amount of the Agreement.

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 of Indiana.

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 FLR's performance under this Agreement shall expire one year after Project Completion.

17. OWNERSHIP OF WORK: It is understood that that the data and documents produced for, or in conjunction with, this project are wholly owned by the OWNER and shall be available to the OWNER, in the requested format, digital or hardcopy, for a period of five years after completion of the contract.

18. TERMINATION OF AGREEMENT: Either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement for convenience and without cause. Upon such termination, Owner shall pay to FLR all amounts owing to FLR under this Agreement, for all work performed up to the effective date of termination, plus any

Attachment A:

