



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

October 6, 2023

Mr. Tyler Rankins
Street Commissioner
City of Greenfield
900 W Tague Street
Greenfield, IN 46140

RE: Letter Agreement for Professional Services
Park Cemetery
City of Greenfield
DLZ Proposal: IN23039712

Dear Tyler:

DLZ Indiana, LLC (DLZ) is pleased to submit this letter agreement to the City of Greenfield (CLIENT) for professional services for the above referenced project. We trust this information identifies our mutual understanding of the project.

DESCRIPTION OF THE PROJECT

The project involves concept development and 30% plans for the design of an addition to the City owned Park Cemetery, 621 S. State Street, Greenfield, IN. The project area is approximately 35 acres and the project includes relocation of the cemetery main entrance to Blank Street, vehicular circulation, a vehicular crossing of Putter Ditch, and drainage and utility improvements. Locations of future improvements including a new office building, maintenance building, and columbaria will be included in the preliminary plans.

This work will be developed in two stages.

Stage 1 (this contract) includes site analysis, conceptual, 30% plans, and development of a line-item construction budget and a project phasing plan.

Stage 2 (contract amendment) will consist of design, engineering and preparation of Phase 1 construction and bid documents for a public bid process. The final Phase 1 scope will be determined following completion of Stage 1 services.

Project limits are shown on **Exhibit A**.

- Submittals: DLZ shall prepare and submit plans and details at each development stage. Each submission shall be in PDF format, transmitted to the Client via electronic means at the following milestones:

- Concept (10% Construction Documents)
- Schematic Design (30% Construction Documents)

BUDGET

The CLIENT and DLZ recognize the actual construction cost will impact the amount of work which is able to be performed. **A full project budget will be developed during Stage 1 services. This budget will identify the Phase 1 design and construction project elements and limits.**

SCOPE OF SERVICES

DLZ will provide the services of qualified professionals to perform the identified services.

STAGE 1

TASK 1.1 –BASE MAP AND SITE ANALYSIS

1. DLZ will prepare a scaled project base map from existing GIS data and available ortho imagery for use in site analysis and conceptual planning tasks.
2. DLZ will conduct on-site analysis of the project area to confirm existing surface conditions and evaluate existing features.

TASK 1.2 – CONCEPTUAL PLANNING - APPROXIMATELY 10% PLANS

1. DLZ will prepare two (2) plan concepts showing proposed improvements for review with the Client.
2. DLZ will meet with the Client to review the conceptual layouts.
3. With receipt of Client comments, DLZ will update the final concept plan and prepare a color rendered 2D plan with aerial background.
4. An opinion of probable costs will be provided.

TASK 1.3 – TOPOGRAPHIC MAPPING

1. Topographic Survey (concurrent with concept development).
 - i. Establish horizontal and vertical control throughout the project limits. Horizontal control will be based on the Indiana Coordinate System of 1983, East zone (NAD83). Vertical control will be based on the North American Vertical Datum of 1988 (NAVD88).
 - ii. Provide approximately 30.5 acres of topographic mapping within the limits indicated in **Exhibit A**. The mapping will include features such as spot elevations on a 50 foot by 50-foot grid, buildings, power poles, sidewalk, pavement, outline of landscape areas, outline of wooded areas, isolated trees over 6" in diameter, etc.
 - iii. Locate and provide rim elevations for castings (manholes, catch basins and curb inlets) within the project limits, including those just beyond the curb line.
 - iv. Create topographic base map from the survey data.
 - v. Survey 5 hydraulic cross sections on the Putter Ditch.

- vi. Right of way/property lines based on available field investigation and recorded subdivision plats, apparent right of way will be shown for any areas lying outside of a subdivision. Lot lines will be depicted per the recorded subdivision plats or GIS information.

TASK 1.4 – PRELIMINARY WETLAND DETERMINATION

1. DLZ will provide preliminary wetlands and waters determination services for the project study area, based on DLZ's best judgment and the guidelines set forth by the US Army Corps of Engineers (USACE) for determining the jurisdictional status of surface waters and wetlands. Final jurisdictional determinations are ultimately made by the USACE. The services to be provided for the preliminary wetlands and waters determination services include:
 - i. Gather available secondary source data including, but not limited to, topographic and/or USGS quadrangle maps, National Wetland Inventory Maps, NRCS soil surveys, aerial photographs, FEMA flood maps and various other documents and maps that may be available from State, county or local public agencies.
 - ii. Perform one (1) on-site reconnaissance visit to collect supplemental information about the general characteristics of identified drainage features and wetlands including vegetation, soils and site hydrology. Review the collected data and determine whether the vegetation, soils and hydrology characteristics indicate the presence of jurisdictional surface waters and/or wetlands.
 - iii. Prepare a brief report of the findings including a location map and study boundary shown on a site drawing or aerial photograph.
2. Preliminary wetlands and waters determination services requires making observations of vegetation and soil characteristics that cannot be performed when the ground is snow covered, frozen, or flooded. Additionally, the USACE reserves the right to reject wetland field work conducted outside the growing season. Therefore, the proposed services herein are recommended to be conducted between April 15 and October 15. If the above schedule cannot be met due to unsuitable site conditions, the outlined tasks will be completed within 60 days of the conditions being appropriate for this type of work.

TASK 1.4 – SCHEMATIC DESIGN (30% Plans)

1. DLZ shall prepare preliminary plan documents for the preferred concept including:
 - a. Site clearing and removals plans.
 - b. Cemetery road layout.
 - c. Grading and drainage plans.
 - d. Storm sewer plans and details.
 - e. Planting plans and details.
 2. Putter Ditch Crossing. DLZ shall:
 - a. Obtain all relevant data for Putter Ditch including existing flood insurance studies and IDNR hydraulic models.
 - b. Update HEC-RAS model of stream and structure for proposed conditions.
 - c. Run Check-RAS.
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- d. Run scour analysis and calculations for the 1% (Q100) annual discharge.
 - e. Prepare hydraulic analysis report and submittal documents.
 - f. Design scour countermeasures (if necessary).
3. The opinion of probable costs will be updated and a construction phasing plan identified.

INFORMATION AND SERVICES TO BE PROVIDED BY THE CLIENT

The following items will be the responsibility of Client:

1. DLZ shall have unencumbered access to the site.
2. The CLIENT shall provide DLZ with plans and any right of way documents which might cover areas of survey.
3. Designate in writing a person to act as Client's representative with respect to the services to be rendered under this Proposal.
4. All applicable City of Greenfield standards and specifications that are to be included with this project in electronic format (AutoCAD and Word) in editable form.
5. Access to all plans and documents necessary for review and analysis.
6. The City will provide specifications and manufacturer's make/model for any desired proprietary products and materials to be used for this project.
7. Arrange for access to and make all provisions for DLZ and/or Subcontractors to enter upon public and private property as required to perform services under this Proposal.
8. Base map data including GIS layers and aerial photography as available.
9. Advanced notification in writing of any "As-Requested" Services.
10. Local permit requirements.
11. Compensation of professional services rendered.

ADDITIONAL SERVICES

The following Additional Services are not included in the above Scope of Services but are available by contract amendment as requested. DLZ will not proceed with Additional Services without the Client's written authorization:

1. Topographic and boundary survey outside of the project area.
 2. Boundary survey and subdivision survey for individual grave blocks/plots.
 3. Design services for areas outside the Project Area described in this document.
 4. Preparation of final construction plans, specifications, and documents.
 5. Services resulting from changes in the Project Scope, extent or character of the Project, or its design.
 6. Additional meetings or site visits.
 7. Public engagement/outreach activities to facilitate interaction and input with all interested and relevant stakeholders throughout the duration of the project, i.e., press releases, public meetings, community workshops, stakeholder meetings, online surveys, direct mail/flier distribution, etc.
 8. All work related to asbestos containing material identification/abatement, environmental assessments, environmental impact statements, or other environmental compliance documentation, as required.
 9. Routine Wetland Delineation.
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10. Wetland or Stream Permit Application Preparation.
11. Wetland or Stream Mitigation Design Plans.
12. Wetland or Stream Restoration Plans.
13. Floristic Quality Assessment.
14. Threatened and Endangered Species Surveys.
15. Archaeological Investigations.
16. Section 106 Consultation.
17. IDNR Cemetery Plan.
18. Other site investigations that may be required as a permit condition.
19. Relocation plans of public or private utilities or sewers.
20. Land acquisition.
21. Right-of-way engineering services.
22. Traffic studies and/or signal design.
23. Local and state permitting or agency/commission approvals.
24. Location control route survey.
25. Construction inspection.
26. As-built plans.

SCHEDULE

Notice to Proceed (NTP): November 11, 2023

Survey: 45 days from NTP.

Preliminary Concepts: 30 days from NTP.

Final Concept: 7 days from client review of preliminary concepts.

30% Plans: 45 days from approval of final concept.

PROFESSIONAL SERVICES FEE

DLZ shall provide the required professional services for the Scope of Work included herein for a lump sum as noted below. DLZ shall submit monthly invoices to the City of Greenfield based on percentage of work complete.

DESIGN SERVICES – LUMP SUM		AMOUNT
Stage 1 Design		\$27,000.00
DESIGN SERVICES LUMP SUM SUBTOTAL		\$27,000.00

OTHER SERVICES – LUMP SUM		AMOUNT
Topographic Survey		\$18,700.00
Wetland Determination		\$8,000.00
OTHER SERVICES LUMP SUM SUBTOTAL		\$26,700.00
TOTAL		\$53,700.00

STANDARD TERMS AND CONDITIONS

The Standard Terms and Conditions, as set forth as attached in **EXHIBIT B**, are incorporated here into and made part of this Letter Agreement. The CLIENT referred to in the Standard Terms and Conditions means City of Greenfield, Indiana. DLZ makes no representation concerning conditions unless specifically included in writing. Additional Services not included in the Scope of Services and/or As-Requested Services as stated herein may be performed on an hourly-rate basis with authorization from the City of Greenfield. If authorized, Additional Services and/or As-Requested Services shall be invoiced using the rates in **EXHIBIT C**.

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Letter Agreement for Professional Services

Park Cemetery
City of Greenfield, Indiana
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ACCEPTANCE

We trust that this Letter Agreement satisfactorily sets forth your understanding of the terms and conditions for professional services between DLZ and The City of Greenfield. If this Letter Agreement meets with your approval, please sign, date and return one (1) copy to our office. Executed Letter Agreement shall serve as DLZ's Notice to Proceed with identified work. We look forward to working with you on this project. Please do not hesitate to contact us if you should have any questions.

DLZ INDIANA, LLC

Laurie D. Johnson, P.E.
Vice President

AGREED AND ACCEPTED

CITY OF GREENFIELD, INDIANA

The Honorable Chuck Fewell
Mayor

Date

ATTACHMENTS:

Exhibit A: Project Limits
Exhibit B: Standard Terms and Conditions
Exhibit C: Hourly Rates

CC: BLG, ACL, File

EXHIBIT A

EXISTING CEMETERY

PROJECT AREA - 30.5 ACRES

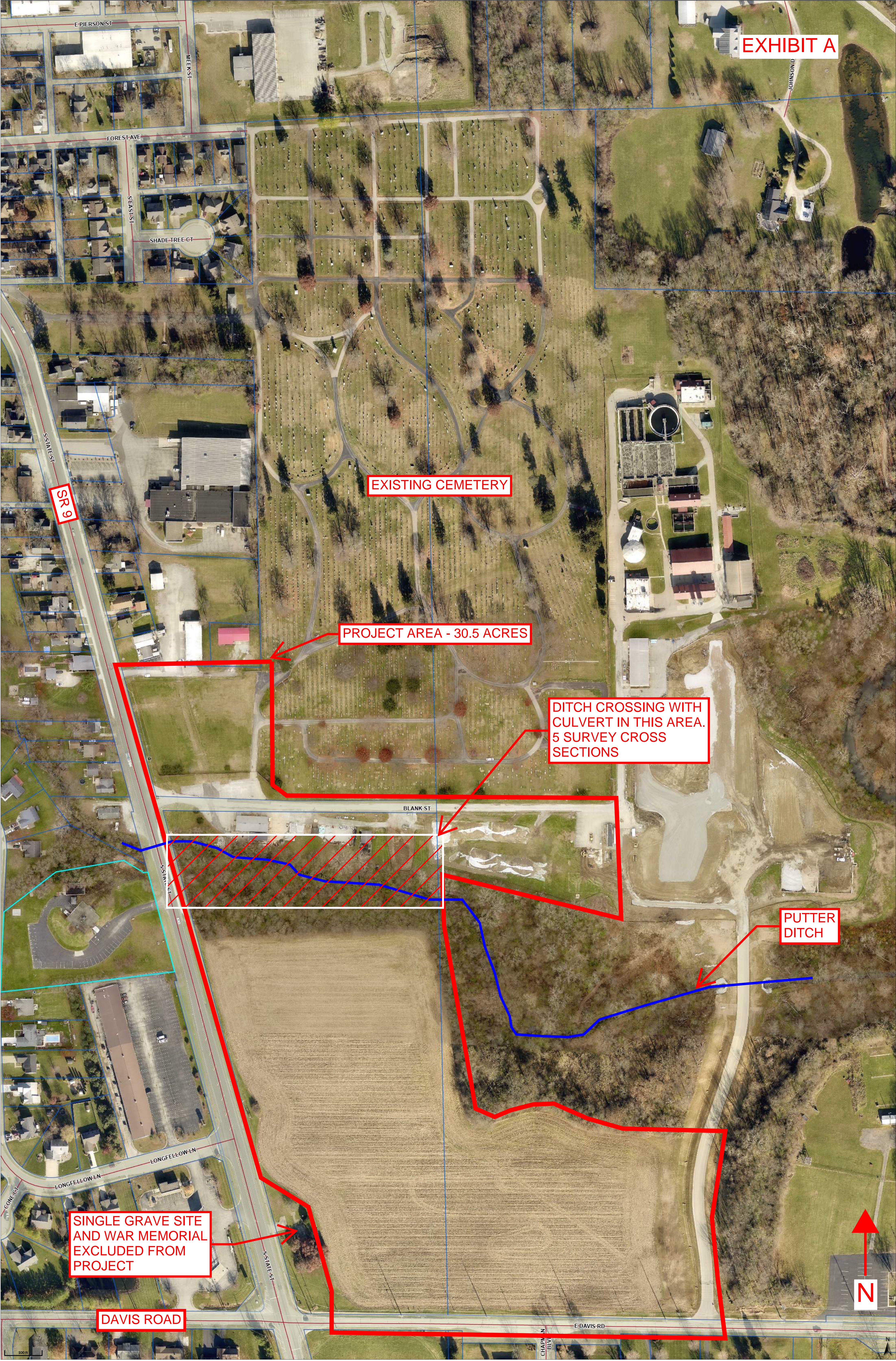
DITCH CROSSING WITH
CULVERT IN THIS AREA.
5 SURVEY CROSS
SECTIONS

PUTTER
DITCH

SINGLE GRAVE SITE
AND WAR MEMORIAL
EXCLUDED FROM
PROJECT

DAVIS ROAD

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DLZ'S STANDARD TERMS AND CONDITIONS

1. INVOICES AND PAYMENT: Unless the parties have agreed otherwise, DLZ will submit monthly invoices to CLIENT for services performed in the prior month. Except to the extent CLIENT disputes in good faith all or a portion of a DLZ invoice, CLIENT will pay DLZ the invoiced amount within thirty (30) days from the date of the invoice; and, in default of such payment, agrees to pay all cost of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. Invoiced amounts not in dispute will accrue interest at eight percent (8%) per annum after they have been outstanding for over thirty (30) days. If an invoiced amount not in dispute 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 project services until all unpaid invoiced amounts not in dispute 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.

2. CONSTRUCTION SERVICES: If DLZ's scope of services includes providing professional services during the project's construction phase, DLZ will not have control over or be responsible for contractor means, methods, techniques, sequences, procedures, or schedule, or the contractor's failure to comply with the construction contract documents or applicable laws, ordinances, rules or regulations. If DLZ provides construction inspection or observation services, DLZ will report to CLIENT all contractor deviations from the construction contract documents that come to DLZ's attention. However, such services are solely intended to enable DLZ to maintain familiarity with, and keep CLIENT informed of, the general progress and quality of the contractor's work, and not to require DLZ to perform exhaustive inspections of contractor work for its compliance with the construction contract documents, which shall remain solely contractor's responsibility.

3. CHANGES IN REQUIREMENTS: In the event additional services are required due to a change, after the date of this agreement, in CLIENT's requirements, or in the applicable law, standards, or governmental requirements or policies, DLZ will be entitled to additional compensation for such additional services.

4. SURVEY STAKING: If DLZ's scope of services includes survey layout, DLZ will not be responsible for subsequent disturbances of its layout except to the extent caused by DLZ or persons for whom it is responsible.

5. MISCELLANEOUS EXPENSES: Except to the extent otherwise provided in this agreement, CLIENT is responsible for all third-party fees and charges including, without limitation, fees and charges for inspections, zoning or annexation applications, assessments, soils engineering, soils testing, aerial topography, permits, rights-of-entry, bond premiums, title company charges, blueprint and reproduction costs, and all other third-party fees and charges.

6. CHANGE OF SCOPE: DLZ's scope of services in this agreement is based on facts known at the time of execution of this agreement, including, if applicable, information supplied by CLIENT. DLZ will promptly notify CLIENT in writing of any perceived changes to its scope of services required by new information or by persons or circumstances beyond DLZ's control, and the parties shall negotiate modifications to this agreement before DLZ begins performance of the revised scope.

7. SAFETY: DLZ will take reasonable steps to protect the safety of its employees, and to perform its services in a safe manner. DLZ is not responsible for project safety other than with regard to its own services.

8. REUSE OF PROJECT DELIVERABLES: CLIENT's use of any project documents or DLZ deliverables, including electronic media, for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaption by DLZ for the specific purpose intended, will be at CLIENT's sole risk.

9. 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 contractor bids or actual cost to CLIENT.

10. INSURANCE: During the performance of its services and for two years thereafter, DLZ will maintain the following minimum insurance coverage: General Liability- \$2,000,000 per occurrence, \$4,000,000 general aggregate, \$4,000,000 products/completed operations aggregate, \$2,000,000 personal/advertising injury aggregate; Automobile Liability- \$2,000,000 combined single limit; Workers Compensation and Employers Liability- in conformance with statutory requirements, and \$1,000,000 employers liability; and Professional Liability- \$5,000,000 per claim and in the aggregate. Certificates evidencing such coverage will be provided to CLIENT upon request. If DLZ is providing construction phase services, CLIENT agrees to require its contractor to include DLZ as an additional insured on the contractor's General Liability and Automobile Liability insurance policies, and DLZ's above-listed coverage will be excess over the contractor's coverage, which will be primary.

11. INDEMNITY: To the fullest extent permitted by law, each of the parties agrees to indemnify and save harmless the other party from and against all liability, damages, and expenses, including reasonable attorney's fees, sustained by the other party by reason of injury or death to persons or damage to tangible property, to the proportionate extent caused by the negligent acts or omissions of the indemnifying party or its employees.

12. CONSEQUENTIAL DAMAGES: Neither party will be liable to the other for consequential, special, incidental, indirect, liquidated, or punitive damages.

13. LIABILITY: No employee of DLZ or of its parent, subsidiary, or affiliated companies will be personally liable to CLIENT. DLZ's total liability to CLIENT, and any coverage of CLIENT as an additional insured under any of DLZ's insurance policies, for 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, will not exceed the total compensation received by DLZ under this agreement.

14. DISPUTES: Any claim or controversy arising out of or relevant to this agreement, or the breach thereof, shall be settled by binding arbitration in the state in which the project is located, in accordance with the rules of the American Arbitration Association, and judgment upon any award rendered by the arbitrator(s) may be rendered in any court having jurisdiction thereof.

15. STATUTE OF LIMITATIONS: The parties agree that the time period for bringing claims regarding DLZ's Service's under this agreement expires on the earlier of one year after completion of the project, or two years after completion of DLZ's project services.

16. DELAYS: DLZ is not responsible for delays caused by persons or circumstances for which DLZ is not responsible.

17. SHOP DRAWINGS: If DLZ's scope of services includes reviewing shop drawings, such reviews are solely with regard to their general conformance with the design concept, and not for the purpose of reviewing or approving their accuracy, completeness, dimensions, quantities, constructability, compatibility with other construction components, or compliance with the requirements of the construction contract documents, all of which remain the contractor's responsibility. DLZ is not responsible for reviewing or approving the contractor's safety precautions or construction means, methods, sequences or procedures.

18. ACCEPTANCE: Both parties will consider DLZ's initiation of services prior to execution of this agreement in order to accommodate CLIENT, at CLIENT's request, as CLIENT's formal acceptance of all of the terms and conditions in this agreement.

19. STANDARD OF CARE: DLZ will perform its services with the care and skill ordinarily exercised by members of its profession currently practicing under similar conditions in the same locale. DLZ does not make, and expressly disclaims, any other warranties, express or implied, relating to its services including, without limitation, warranties of merchantability and fitness for a particular purpose. DLZ shall be entitled to rely on all CLIENT-provided information except to the extent otherwise stated in the agreement.

EXHIBIT C
DLZ INDIANA, LLC - STANDARD FEE STRUCTURE - 2023
ENGINEERING/ARCHITECTURAL

<i>Activity Code</i>	<i>Employee Classification</i>	<i>Hourly Rate</i>
1/122	Officer / Principal Architect	\$280.00
49/49D	Division Manager/Director	\$265.00
50	Department Manager	\$240.00
55/4/14	Registered Land Surveyor/Survey Coordinator/Right of Way Coordinator	\$157.50
80/217	Senior Project Manager / Project Manager II	\$230.00
21/216/237	Project Manager I / Group Manager	\$220.00
556/568/490/480/201/234	Engineer VI/Architect VI/Landscape Arch. VI/ Planner VI/ Scientist VI/Surveyor VI	\$225.00
555/565/489/139/202/214	Engineer V/Architect V/Landscape Arch. V/Planner V/Scientist V/Surveyor V	\$220.00
554/564/488/491/203/102	Engineer IV/Architect IV/Landscape Architect IV/Planner IV/Scientist IV/Surveyor IV	\$210.00
53/58/481/68/204/218	Engineer III/Architect III/Landscape Architect III/Planner III/Scientist III/Surveyor III	\$187.50
52/570/482/69/205/235	Engineer II/Architect Associate II/Landscape Architect II/Planner II/Scientist II/Surveyor II	\$157.50
51/569/483/133/206/236	Engineer I/Architect Associate I/Landscape Architect I/Planner I/Scientist I/Surveyor I	\$122.50
28	Designer I	\$117.50
472	Designer II	\$127.50
473/232	Designer III / Utility Coordinator	\$175.00
29	Technician	\$90.00
544	Technician IV	\$122.50
238	Right of Way Agent II	\$100.00
126/147	Construction Observer Manager /Administrator	\$167.50
152	Construction Observer	\$127.50
43	Clerical	\$75.00
430	Office Services Coordinator	\$112.50
06/A3	Intern / Apprentice	\$75.00

	<i>Crew Classification</i>	<i>Hourly Rate</i>
142/99	2 - person Topographic Survey Crew	\$270.00
142/99	2 – person Topographic Survey Crew (overtime)	\$335.00
336/127	1 – person Field Crew / Party Chief	\$162.50
336/127	1 – person Field Crew / Party Chief (overtime)	\$225.00
GPS/339	1 – person GPS/RTK Field Crew	\$225.00
SCAN	HDS Laser / UAS Scanning Crew	\$325.00
13/94	Rodman/ Survey Technician / Survey-Mapping Assistant	\$112.50

<i>Reimbursable Expenses</i>	<i>Rate</i>
Mileage	\$0.585/mile
Travel Expenses	@ Cost
Living Expenses	@ Cost
Reproduction	Cost plus 20%
Subconsultants	Cost plus 20%
Equipment Rental	Cost plus 20%

Rates are subject to revision on January 1 of each year. Cost of living/inflation increases of 3 to 7% per annum can be anticipated.