

March 24, 2025

## **Proposal for Professional Design Services**

### **Ellis Park Playground**

600 E Main Street, Danville, IN 46122

This Agreement, effective as of **March 24, 2025** is between the Client **Danville Parks and Recreation** and Landscape Architect **J2 Design Studio**.

#### **PROJECT UNDERSTANDING:**

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J2 Design Studio (J2) is pleased to provide our professional design proposal to Danville Parks and Recreation (Client) to assist with the preparation of construction documents and IDNR LWCF grant assistance for the Ellis Park Playground.

J2 completed the Ellis Park Playground Master Plan, dated 01.15.25, and understands that the project consists of progressing the master plan design through construction. In addition, IDNR LWCF grant preparation will be provided as outlined in the scope of services.

J2 Design Studio team's scope of services to complete the design of the above improvements is outlined on the following pages.

#### **SCOPE OF SERVICES:**

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The J2 Design Studio team will develop this project in a series of phases as outlined below. Work will not proceed on the subsequent phase without your approval.

#### **IDNR LWCF GRANT PREPARATION**

*Objective:* The objective is to meet the requirements of the IDNR LWCF grant submittal and support a successful review of the document by the grant administrator.

*Process:* Specifically, the J2 Design Studio team will:

1. Conduct a phone conference with the IDNR Grant Administrator to review the project.
2. Obtain and prepare the required documents for an IDNR LWCF grant submittal package including: application forms, narratives, plan graphics, cost opinions, project timeline, funding, etc.
3. Meet with you to review the draft application and obtain signatures.
4. Provide the digital grant application for your submittal prior to the required submittal deadline.
5. Meet with IDNR on site with you to review and discuss the project.
6. Answer incidental questions posed by the IDNR Grant Administrator.

## Deliverables

- Meeting summaries, PDF
- Grant application, PDF

## DESIGN DEVELOPMENT

Objective: The objective is to reach consensus with the client and jurisdictional authorities on the final design, probable cost and project delivery method for the proposed improvements.

Process: Specifically, the J2 Design Studio team will:

1. Conduct a kick-off and programming meeting with client representatives and the other project team members confirming:
  - a. Project area ownership and access
  - b. Goals and objectives
  - c. Project team structure and responsibilities
  - d. Constituent interests and jurisdictional agencies
  - e. Available data and data gathering needs
  - f. Budgeted costs and potential revenue sources
  - g. Communications and decision making protocol
  - h. Tentative schedule
  - i. Invoicing and payment
2. Prepare and distribute Meeting Summary and Project Schedule that includes:
  - a. Milestones and meetings
  - b. Completion of design and bid documents
  - c. Probable permitting schedule
  - d. Project Delivery Methods
  - e. Anticipated construction timeframe
3. Collect readily available, pertinent existing data for the project area and the immediate surroundings including:
  - a. Local ordinances and development standards
  - b. Aerial photography
  - c. Boundaries, property ownership and easements
  - d. Utility atlases
  - e. Power and communication utilities
  - f. Zoning and land use information
  - g. Community information
    - i. Ellis Park Playground Master Plan, January 15, 2025
4. Observe and photograph the project area and immediate surroundings in order to identify readily apparent physical conditions and patterns of use.
5. Provide (2) Soil Borings and Report to a depth of 10'-15' at the locations of the proposed improvements to define:
  - a. Soil percolation rates
  - b. Strength, consolidation and bearing capacities of the existing sub-surface
  - c. Presence of any unsuitable sub-grade materials
6. Conduct a Topographic Survey, establishing horizontal and vertical ground control and locating natural features and manmade improvements including:
  - a. Benchmarks visible from project
  - b. Contours at 1' intervals

- c. Existing trees, 3" caliper and larger
  - d. Aboveground and underground water, storm and sanitary utilities including size, type, structures, grates and inverts (based on available utility atlases and a locate ticket to 811 for subsurface utility marking).
  - e. Private utility locates and/or televising if it becomes necessary to conduct.
  - f. Aboveground and underground power and communication utilities
  - g. Buildings and other structures
  - h. Curbs, walks, roadways, drives, lights, signals and fencing
  - i. Soil boring locations
7. Conduct (1) site visit to obtain field measurements and documentation to create existing base files for use in the building renovation.
  8. Using the inventoried data and the new boundary and topographic survey, prepare Base Maps at appropriate scales.
  9. Perform an additional site visit to verify the relative accuracy of the compiled base map information.
  10. Develop the size, horizontal and vertical geometry, structure, materials and finish, as appropriate, for the proposed improvements including:
    - a. Playground design identifying equipment selection, layout and surfacing
    - b. Landscape Architecture design including pedestrian and vehicular circulation, site materials, site amenities, and landscape improvements.
    - c. Civil Engineering design including routing of utilities, general grading and stormwater management strategies.
    - d. Electrical Engineering design including the power system and site lighting.
  11. Prepare the Design Development Documents including:
    - a. Existing conditions information
    - b. Plan view drawings
    - c. Descriptive supplemental drawings
    - d. Outline specifications
    - e. Product data
    - f. Material samples
  12. Provide an overview of project delivery methods including Construction Manager as Constructor (CMC) and Design Bid Build (DBB) to you.
  13. Prepare a preliminary Construction Cost Opinion using recognized systems and unit costs in the Construction Specification Institute format.
  14. Update the plan view rendering of the project.
  15. Create a 3D model of the project depicting the design, material, and color selections with up to 5 views.
  16. Review the Design Development Documents with you at completion. Prepare written summaries of discussions, direction, schedule updates and decisions following the meeting.
  17. Review the Design Development Documents with jurisdictional agencies as appropriate to this phase of work.
  18. Present the Design Development documents at (1) Parks Board Meeting for approval.

#### Deliverables

- 24x36 black and white set of design development plans, approximately 60% complete construction plans, PDF
- Outline specifications, PDF
- Updated plan view color rendering, PDF
- 3D model of the concept, PDF

#### CONSTRUCTION DOCUMENTS

Objective: The objective is to produce the final drawings, specifications, project manual and other bid documents that will be used to competitively bid and construct the improvements.

Process: Following approval of the Design Development Phase, the J2 Design Studio team will:

1. Finalize the graphic and written documentation that will be used to bid and construct the improvements including:
  - a. Digital construction drawings
    - i. Cover sheet, notes and legend
    - ii. Existing conditions plans
    - iii. Demolition plans
    - iv. Grading and drainage plans
    - v. Storm Water Pollution Prevention plans (SWPPP)
    - vi. Utility plans
    - vii. Layout and materials plans
    - viii. Landscape plans
    - ix. Site construction details
    - x. Electrical plans and details
  - b. Written specifications and project manual
    - i. General and Supplementary Conditions
    - ii. Technical specifications
2. Update the Construction Cost Opinion.
3. Review the Construction Documents with you at 90% and 100% completion milestones. Prepare written summaries of discussions, direction, schedule updates and decisions following each meeting.
4. Perform internal quality management review of the Construction Documents.
5. Prepare and submit permit applications for the following:
  - a. Indiana Department of Environmental Management – Construction Stormwater General Permit
    - i. Currently not included since the project disturbance is less than 1 acre.
  - b. Town of Danville local development plan approvals
  - c. Town of Danville local drainage plan approvals
6. Update the plan view rendering of the project.
7. Present the Construction Documents at (1) Parks Board Meeting for approval.

#### Deliverable:

- 24x36 black and white set of construction document plans, 90% and 100% complete contract plans including technical specifications, PDF
- 24x36 black and white set of permit plans, approximately 90-100% complete construction plans, PDF
- Updated plan view color rendering of the project, PDF

## **BIDDING**

Objective: The objective is to help the client select a qualified contractor to construct the improvements

Process: Following your approval, the J2 Design Studio team will:

1. Provide a digital set of contract documents for bidding.
2. Recommend reputable contractors for your consideration.
3. Prepare a notice to bidders and submit it to you for publication.
4. Coordinate the distribution of plans and specifications for bidders.
5. Conduct a pre-bid meeting for interested bidders.
6. Compile bidder questions and issue written addenda, when appropriate, to all bidders regarding changes to or clarifications of the contract documents.
7. Attend the bid opening and record the results.
8. Review bids received for compliance with bidding documents and provide a bid tabulation and bid review summary letter.
9. Attend bid review meeting with you.

## **CONSTRUCTION ADMINISTRATION**

Objective: The objective is to help you administer your construction contract with the Contractor and become familiarized with the progress and quality of the Contractor's work and to determine if the work is proceeding in general conformance with the contract documents.

Process: Following your award of the work to a Contractor, the J2 Design Studio team will:

1. Help you prepare an Owner / Contractor Agreement.
2. Conduct a pre-construction meeting with you and the Contractor to review:
  - a. Contractor mobilization and staging
  - b. Contractor schedules
  - c. Contractor submittals
  - d. Responsibilities
  - e. Communications
  - f. Payment procedures
3. Prepare written summaries of the progress meetings at the site with you and the Contractor.
4. Issue interpretations or clarifications of the Contract documents when requested by you or the Contractor.
5. Prepare recommendations for construction change orders, as requested by:
  - a. You, because of a change that you wish to make to the scope of the Contractor's work
  - b. The Contractor because of the discovery of job site conditions that were concealed or unknown when the Owner / Contractor Agreement was executed, as approved by you

6. Review shop drawings, product data and material samples which the Contractor is required to submit for the limited purpose of determining their general conformance with the design concept and information contained in the Contract Documents.
7. Review Contractor's monthly pay applications and prepare written recommendations regarding payment.
8. Assuming a nine (9) month construction period, participate in site meetings for a total of (30) progress meetings with you and the contractor to become familiar with the progress and quality of the Contractor's work and to determine if the work is proceeding in general conformance with the contract documents.
9. Review testing procedures and data provided by independent testing services.
10. Participate in one (1) site visit to conduct a walk through and prepare a punch list upon substantial completion of the construction of the work documented by us.
11. Review required contract close out submittals provided by the Contractor, such as but not limited to:
  - a. Operating and maintenance manuals
  - b. As-built record drawings
  - c. Labor and material lien waivers
  - d. Payment applications
12. Participate in one (1) site visit to conduct a walk through to verify completion of a punch list items and establish final acceptance.
13. Prepare recommendations regarding the Contractor's request for acceptance of substantially and finally completed work.

#### **GENERAL PROJECT ADMINISTRATION**

We will manage the performance of our own work throughout the term of the contract by providing the following services:

- A. Communications
  1. Schedule, create agendas and summarize the highlights of periodic meetings
  2. Rehearse, attend and present at public forums identified
  3. Collect and disseminate communications from other parties
  4. Periodically inform your representative about our progress
- B. Schedules
  1. Create, periodically update and distribute the project schedule
  2. Coordinate the activities of our staff and our consultants
- C. Staffing
  1. Select and assign staff members and consultants to appropriate tasks and services
  2. Prepare and administer consultant agreements
- D. File Maintenance
  1. Establish and maintain appropriate correspondence, financial, drawing and data files
  2. Obtain appropriate insurance certificates from consultants
  3. Maintain appropriate time and expense records

## AGREEMENT TERMS:

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### PROFESSIONAL FEES:

IDNR LWCF Grant Preparation	\$ 7,500 (Lump Sum)
Design Development	\$ 76,000 (Lump Sum)
Construction Documents	\$ 82,500 (Lump Sum)
Bidding	\$ 8,000 (Lump Sum)
Construction Administration	\$ 72,000 (Lump Sum)
<b>Total Professional Fees:</b>	<b>\$ 246,000</b>

### ADDITIONAL SERVICES:

Any additional services requested of J2 beyond those listed above will be conducted on an hourly basis and billed according to J2's standard hourly rate of \$175. If requested, a fee estimate will be provided for a task, or an assignment based on a defined work scope.

### REIMBURSABLE EXPENSES:

Reimbursable expenses are included in the professional service fees. Reimbursable expenses include travel and reproductions of deliverables outlined in the Scope of Services.

### EXCLUSIONS:

This proposal does not include the following tasks:

- Irrigation design
- Permitting application fees
- Soil or environmental studies
- Traffic study
- Construction inspection services

### SCHEDULE:

This proposal assumes the following project schedule

Design Development	Summer 2025
Construction Documents	Fall/Winter 2025
Bidding	Spring 2026
Construction Administration	9 months upon bidding

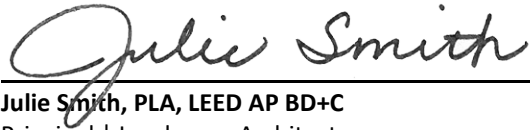
The attached Standard Terms and Conditions are made part of this agreement.

Please indicate acceptance of this agreement by emailing a signed and dated copy. J2 will begin work after receiving a written authorization to proceed.

***J2 Design Studio appreciates the opportunity to provide you with Professional Landscape Architectural Design Services.***

**AGREEMENT:**

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**Julie Smith, PLA, LEED AP BD+C**  
Principal | Landscape Architect  
J2 Design Studio

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Signature

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Printed Name, Title

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03.24.25

Date

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Date



## J2 DESIGN STUDIO: STANDARD TERMS AND CONDITIONS

**1. CONTRACT** – These Standard Terms and Conditions, and the accompanying Proposal for Landscape Architectural Services constitute the full and complete Agreement (Agreement) between the Client (Client) and J2 Design Studio (J2), supersede and replace any other contract, agreement, representation, or promise by and between the parties related to the subject matter hereof, and may be amended, added to, superseded, or waived only if both parties agree in writing. The Project title is identified in the Proposal for Landscape Architectural Services.

**2. DOCUMENTS** – All reports, notes, drawings, specifications, data, calculations, and other documents prepared by J2 (“Documents”) are instruments of J2’s services that shall remain J2’s property. The Client agrees not to use the Documents for future additions or alterations to this Project or for other projects, or to disclose the Documents to any third party, without J2’s express written consent. Any unauthorized use of the Documents will be at the Client’s sole risk and without liability to J2’s or its subconsultants. Accordingly, Client shall defend, indemnify, and hold harmless J2 from and against any and all losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized use.

**3. PHOTOGRAPHS** – J2 shall have the right to take photographs and make reasonable promotional use of the project for marketing purposes. J2 shall at all times have the exclusive right and option to use any and all photographs, plans, drawings or any other images or representations of the Project without limitation.

**4. CONSTRUCTION PHASE SERVICES** – When construction phase services are included in the Agreement, J2 will determine in general whether construction is proceeding in a manner consistent with the Documents. J2 is not responsible for construction means, methods, techniques, sequencing or procedures, or for safety precautions or programs in connection with the Project. In the event that J2’s scope of services does not include construction phase services and our work is used for construction by the Client, J2 shall not be responsible for the interpretation, accuracy, or completeness of the Documents. Client agrees to defend, indemnify, and hold harmless J2 from and against losses, claims, demands, liabilities, suits, actions, and damages arising out of or resulting from the design Documents.

**5. WARRANTY; STANDARD OF CARE** – J2 and its subconsultants (if applicable) will exercise that degree of care and skill ordinarily exercised by similarly situated professionals practicing under similar circumstances. J2 shall exercise usual and customary professional care in its efforts to comply with codes, regulations, laws rules, ordinances which govern J2’s services, and such other requirements in effect as of the date of execution of this Agreement. This warranty shall remain in effect for a period of twelve (12) months after substantial completion of J2’s services and shall thereafter expire and be of no further legal effect. Except as expressly set forth herein, Client agrees that the services are provided on an “AS-IS” basis without further warranty, express or implied.

**6. OPINION OF PROBABLE COSTS** – When required as part of J2’s services, J2 will furnish opinions of probable cost, but does not guarantee, warrant or represent the accuracy of such estimates. Opinions of probable cost prepared by J2 hereunder will be made based on J2’s experience and qualifications and will represent J2’s judgment as an experienced and qualified design professional. Client agrees that J2 does not have control over the cost of labor, materials, equipment, or services furnished by others, or over market conditions, or contractors’ methods of determining prices, or performing the work.

**7. SUSPENSION/TERMINATION OF WORK** – The Client may, upon seven (7) days written notice, suspend or terminate the Agreement with J2. The Client shall remain liable for and shall promptly pay J2 for all services performed to the date of suspension or termination. J2 may suspend or terminate the Agreement with Client upon seven (7) days written notice if the Client fails to substantially perform in accordance with this Agreement. Suspension or termination of this Agreement shall not affect or terminate any provisions of this Agreement other than J2’s obligation to provide further services and the Client’s obligation to pay for the same.

**8. LIABILITY; INDEMNIFICATION** – J2 will furnish general and professional liability insurance certificates upon request. The Client agrees that J2’s total aggregate liability to the Client for injuries, claims, losses, expenses, or damages, including attorney’s fees, arising out the Project or this Agreement, including, but

not limited to, J2’s negligence, errors, omissions, strict liability, breach of contract, or breach of warranty shall be limited to the compensation actually paid to J2 under this Agreement during the six (6) months prior to the alleged breach.

Client agrees to indemnify, defend, and hold J2 harmless from any first- or third-party claims, losses, costs, fees (including reasonable attorneys’ fees), expenses, causes of action, damages, or other liabilities that arise from or relate to the Project or J2’s services, other than as arise from J2’s breach of this Agreement.

**9. BILLING AND PAYMENT** – Client shall pay J2 in accordance with the fees and expenses identified in the Proposal. J2 will submit to Client, on a monthly basis, an invoice for services performed and expenses incurred during the previous period. **Payment will be due within thirty (30) days of the invoice date.** In the event Client fails to pay J2 within thirty (30) days of invoice date, Client agrees that J2 shall have the right to consider that event a breach of this Agreement, and upon seven (7) days written notice, the duties, obligations and responsibilities of J2 under this Agreement may be either suspended or terminated. Client agrees to compensate J2 for services performed regardless of Client’s ability to secure loans, mortgages, additional equity, grants or other supplementary financing for the project. Late payments will be subject to a late charge of \$500 per invoice (or 10% of invoice), whichever is smaller. Along with the late fee, the unpaid balance will be subject to a 6% interest rate.

**10. COMPLIANCE WITH LAW** - Unless specifically described in this Agreement, Client agrees to obtain and pay for all necessary permits from authorities with jurisdiction over the Project. Client agrees that other than the limited warranty by J2 set forth in Section 5, Client is solely responsible for compliance with all laws, rules, and regulations associated with the Project.

**11. CONSEQUENTIAL DAMAGES** – J2 and the Client waive special, incidental, and consequential damages, including but not limited to damages for loss of profits, loss of revenues and loss of business of business opportunities, for claims, disputes or other matters in question arising out of or relating to this Agreement.

### 12. MISCELLANEOUS

**Governing Law; Jurisdiction; Fee Shifting:** The substantive laws of Indiana shall govern any disputes between J2 and the Client arising out of the interpretation and performance of this Agreement. The parties agree that all disputes arising out of or related to this Agreement shall be exclusively litigated in the federal or state courts located in Marion County, Indiana, and each party irrevocably consents to personal jurisdiction and venue in such courts for such purposes. The party that substantially prevails in any such litigation shall be entitled to reimbursement of its reasonable costs, expenses, and fees (including attorneys’ fees) from the other party.

**Mediation:** J2 and the Client agree that any disputes arising under this Agreement and the performance thereof shall be subject to nonbinding mediation as a prerequisite to further legal proceedings.

**J2 Reliance:** Unless otherwise specifically indicated in writing, J2 shall be entitled to rely, without liability, on the accuracy and completeness of information provided by Client, Client’s consultants and contractors, and information from public records, without the need for independent verification.

**Certifications:** J2 will not sign documents requiring J2 to certify, guaranty, or warrant existence of conditions that would require knowledge, services or responsibilities beyond this Agreement.

**Third Parties:** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or J2. J2’s services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against J2 because of this Agreement or J2’s performance of services hereunder.

**Waiver of Subrogation** - Both parties to this Agreement waive the right of subrogation for damages covered by property insurance.

**Authorization** - If J2 is authorized to provide these services, either orally or in writing, prior to the execution of this Agreement, such authorization will be deemed an acceptance of this Agreement and agrees to compensate J2 for such services in accordance with the payment terms outlined herein.