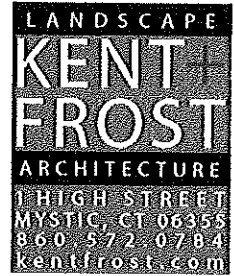


**CONTRACT FOR LANDSCAPE ARCHITECTURAL SERVICES  
LEDYARD CENTER STREETScape IMPROVEMENTS**



AGREEMENT made between

The Owner:

Town of Ledyard  
741 Colonel Ledyard Highway  
Ledyard, CT 06339-1511

The Landscape Architect:

Kent + Frost Landscape Architecture  
1 High Street  
Mystic, CT 06355

Brian Kent, RLA  
Chad Frost, RLA  
Landscape Architecture  
Urban Planning  
Sustainable Design  
Project Management

The following agreement describes Landscape Architectural services Kent + Frost (K+F) shall provide for the planning, design and implementation of the Ledyard Town Center Streetscape Improvements.

**SCOPE OF WORK**

The scope of work shall conform to the Town's RFP (#2015-02) and shall consist of the base bid as identified in K+F proposal, and as outlined below.

**Task 1 - Project Kick Off:**

The Kent + Frost team will initiate the project by conducting a kick-off meeting with the Town staff and Committee. At this meeting we will set the project schedule, set goals, identify additional stakeholders and discuss the success factors for the project. K+F shall receive all requested relevant background info at this meeting.

**Task 2 – Site Analysis:**

The K+F team will utilize the significant amount of pre-existing (and proposed) site information. Additional topographic and property line survey information will be collected to complete the project area. The project area consists of the public right-of-way along 117 from the intersection of 117 & Colonel Ledyard Highway north to the Dime Bank property. The K+F team will conduct on-site inspections to document existing natural and cultural conditions, and identify existing utilities and services.

**Task 3 - Stakeholder Coordination:**

Following the completion of the site analysis, the Kent + Frost team will meet with Town staff and the Committee to review the findings and identify any potential impacts to the design program. Additionally, the team will hold up to two workshops to meet with selected stakeholder groups to ensure adequate representation.

**Task 4 – Design Development:**

The Kent + Frost team will skillfully execute the planning process and prepare a concept plan that incorporates the proposed improvements as identified in the Master Plan, including but not limited to:

- Stone Walls along Hwy. 117
- Street Trees
- Pedestrian Level Street Lighting

- Potential Gateway to the Town Center
- Poles and Banners for community events
- New stage or amphitheater
- New Sidewalks
- Establish Design Vocabulary

During this phase our team will also assess the cost implications of the proposed improvements. The prepared cost estimate will reflect realistic construction costs as well as identify strategies and potential phases to keep the project within budget.

Task 5 - Construction Documents:

A full set of construction plans and specifications showing all work for construction will be prepared for use in negotiating/bidding and for project construction. K+F will prepare drawings and technical specifications necessary for a complete and high-quality installation of site related improvements:

1. Demolition Plan. Indicates site elements to be removed, and to be protected and preserved
2. Grading, Drainage and Staking Plan. Ensures accurate location of walls, steps, paving, and all hardscape elements relative to landscape construction. Determines grading - sets finish elevations of hardscape and landscape features, determines drainage - surface and subsurface
3. Paving Plan. Clearly depicts paving materials, patterns and borders
4. Planting Plan, Specifications and Plant List. Identifies, shows locations of, and quantifies plantings. Specifications include requirements for soil preparation, plant material quality, plant installation and warranty
5. Landscape Utilities Plan. Shows locations of electrical receptacles, light fixtures, hose bibs, irrigation equipment, etc
6. Construction Details and Specifications. Includes detail drawings of walls, steps, paving, fencing and gates, and other specific landscape features
7. Other drawings and specifications as deemed necessary

Task 5a - Bidding and Negotiation of Contract for Construction:

K+F will assist the Town in preparing bid documents, identifying skilled and reliable local contractors & craftsmen to be included in the bid process, and selecting & negotiating with contractors.

Task 6 - Construction Administration

K+F will serve as an independent third party throughout the construction process to assure contractor performance and quality of workmanship. K+F responsibilities will include:

1. Periodic inspection of the work of subcontractors involved in site related construction: Mason, electrician, plumber, landscaper, etc. Frequency of inspections will be variable. When site work is ongoing, inspections will occur at least once per week
2. Supplemental drawings if needed during construction: Architectural changes that affect landscape, unforeseen subsurface conditions, Owner initiated changes, etc.

3. Site visits including meetings with Owner, General Contractor, and subcontractors
4. Confirmation of availability and cost of specified plants at nurseries, tagging specimen plants at nurseries, inspection and placement of plants prior to planting
5. Other miscellaneous coordination.

**SCHEDULE**

Kent + Frost will make effort to expedite the process, with a goal of construction in the 2015 season. This is an aggressive schedule with many milestones, and many decisions that will need to be made by the Town in a timely & efficient manner. If greater public participation is warranted, K+F will adjust the schedule to allow a fully inclusive process.

- November 2014 – Project Kickoff
- December 2014 – Survey, Site assessment, and scope definition
- January 2015 – Design Development
- February 2015 – Town and DOT approvals
- March – April 2015 CD’s and Bidding
- May – June 2015 Construction Initiation

**TERMINATION**

This contract may be terminated by either party upon at least seven days written notice provided the other party substantially fails to perform in accordance with the terms of this contract through no fault of the party initiating the termination. Failure by the owner to make payments to K+F in accordance with this contract will be considered a breach of contract and grounds for termination. In the event that termination occurs through no fault of ours, K+F will be compensated for services rendered to the project prior to termination.

**FEE PROPOSAL**

Our lump sum fee for Landscape Architectural and Engineering services shall be \$65,000.

<b>PAYMENT SCHEDULE</b>	<b>% of Contract</b>	<b>Amount</b>
1. Project Kickoff and Site Assessment	13%	\$9,000
2. Public input / Design Development	25%	\$14,500
3. 2/3 completion of Construction Documents	20%	\$17,000
4. Completion of Construction Documents	25%	\$10,000
5. 50% Construction Administration	7%	\$7,000
6. 100% Construction Administration	10%	\$7,500

Payments are due 21 days from date of invoice.

**ADDITIONAL FEES**

Additional services that you may request, or be required by the scope of work will be billed at our standard hourly rates. Additional services may include but are not limited too:

- Additional design projects
- Additional survey projects
- Soil testing
- Arborist consultation

No additional services shall commence without express written consent from the Town of Ledyard.

Invoices for work complete will be billed at time of completion in accordance with the payment schedule. Normal out of pocket expenses for travel, printing, long-distance phone, postal and delivery services are billed at cost.

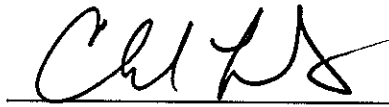
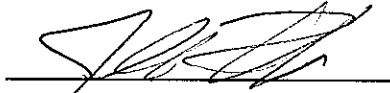
If this proposal is acceptable, please sign below.

This Agreement entered into as of the day and year written below:

OWNER

LANDSCAPE ARCHITECT

Signature:



Print name:

John A. Rodolico

Kent + Frost Landscape Architecture

As of the 23 day of December in the year 2014