

CONTRACT FOR LANDSCAPE ARCHITECTURAL SERVICES



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

The following agreement describes Landscape Architectural services Kent + Frost (K+F) shall provide for the planning, design and implementation of the Northern Section of the Tri-Town Trail.

SCOPE OF WORK

The scope of work shall conform to the Town's RFP and shall consist of the scope of work as identified in K+F proposal, and as outlined below.

Task 1 - Project Kick Off, Data Collection, Base Map:

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 – Suitability Analysis:

The K+F team will review all pre-existing data as well as conduct on site inspections to document existing natural and cultural conditions. An assessment of all known existing conditions will be evaluated against the proposed program to identify conflicts prior to expenditure of resources.

Task 3 - Stakeholder & Neighbor Input Coordination:

Following the completion of the site analysis, the Kent + Frost team will facilitate several stakeholder & neighbor input sessions. These meetings will define the participation levels of the surrounding landowners, and will have a direct impact on the routing of the trail. The conclusion will be a "good / bad" map of stakeholder/landowner participation.

Task 4 – Wetland Identification and Location

The proposed trail takes advantage of the natural corridor with the least amount of topographical change by occupying the valley, however this also means that the location will have more wetlands to contend with. The wetlands on both the north and south ends of this section of trail are fairly significant, and will take careful work to integrate the trail. To that end, our team plans to spend several days, walking various route options and identifying the wetland impacts at the beginning of the design process.

Task 5 – Historical and Environmental Assessment:

The K+F team will utilize known State databases to evaluate the potential impacts on

Historical, Cultural and Environmental resources. The team will utilize the assessments to influence the design to keep any potential impacts to an absolute minimum. At the conclusion of the design process the team will provide required letters from the Natural Diversity Database, and the State Historic Preservation Office for compliance.

Task 6 – Conceptual Design:

The Conceptual Design phase is where creative output is overlaid on the analytical steps that precede it. The physical configuration of Program Elements takes form within the framework of suitability in a variety of design options. K+F will explore these options as influenced by constraints and opportunities that reinforce the Project's economic feasibility and Sense of Place.

Throughout the conceptual design process the K+F team will consider and evaluate opportunities to incorporate principles of sustainability that reduce storm water runoff, energy consumption, and utilize recycled and local materials.

K+F will prepare options that stand up to the test of suitability, cost and sustainability. The most acceptable options will be formalized in a set of drawings and reviewed with the Town and stakeholders for input. The outcome of this review will be a preferred Concept Plan

Task 7 – Finalized Centerline Design:

The preferred concept (or hybrid of more than one) will be fully elaborated and presented to the Town and stakeholders as the Finalized Design Plan. This plan will also be the culmination of all of the neighboring property owner negotiations. The plan will graphically articulate the necessary easements on each individual property where one is required. Thus, each landowner will fully understand the potential impacts to his/her property. This plan will contain at a minimum these specific components:

- Trail Layout
- Typical Trail Design Elements
- Signage/Wayfinding
- Cost Estimate

Task 8 – Individual Easement Documentation:

Throughout our successful explanation/negotiation with landowners, our team will planimetrically show each individual land owner the potential impacts to their property. Upon Town and landowner approval, the K+F team will complete the necessary easements, based on centerline layouts, for each property effected.

Task 9 – Stakeout Centerline of Trail:

Upon Town and Landowner approval, the K+F team will stakeout the entire centerline of the proposed trail. This will provide "on the ground" delineation for people to start using the trail, and crews to start improving it. Additionally, **the K+F team will provide 1000 aluminum trail identification tags**, complete with trail name and logo, to identify the corridor.

Task 10 – Permitting Documents:

For the determined areas/amenities the K+F team will create drawings, details and specifications necessary for the required approvals and permits. The design approach will be to minimize the scope of construction, creating the trail utilizing local and on-site resources, making as much of the trail as possible constructible by volunteer labor. This approach should minimize the required approvals and permits.

Task 11 – Permitting Process:

Applications and relevant documents will be submitted to local and state agencies for permit approvals. The K+F team will attend meetings and public hearings necessary to achieve approvals.

Task 12 - Construction Documents:

After close coordination with the Town, a complete set of biddable CD's will be prepared for the Project Area(s). The exact scope of work will reflect priorities set after review of the Preliminary Design and reflect budget and funding commitments. The K+F team uses industry standards for cost estimation in addition to actual construction cost information from recent and ongoing area projects.

CD's will include full project detailing with sections based on project categories and contain at a minimum: plans and profile views, cross-sections, details, notes and technical specifications. All CD's will be submitted to the Town for review at the semi-final stage.

Task 13 - Bidding & Construction Phase Services:

The K+F team will provide comprehensive services ensuring a predictable project outcome that concludes on time and within budget. We will review and evaluate bids, including a detailed analysis of the three lowest bids.

Construction services will include at a minimum: interpretations, job meetings, site inspections, review of materials testing, and payment request reviews.

SCHEDULE

Kent + Frost understands the strong desire of the committee and the residents alike to have "boots on the ground" as soon as possible. K+F will make every effort possible to expedite the process. We will establish a schedule at the kick-off meeting with the goal of having the alignment complete by the fall 2014.

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

K+F proposes a lump sum fee for Landscape Architectural and Engineering services for Phase 1 (Tasks 1-7) of \$66,320.00.

Phase 2 (Tasks 8-9) shall be enumerated prior to initiation but shall be based on \$800.00 per individual easement and \$4,700.00 for the stakeout of the centerline of the trail.

Phase 3 (Tasks 10-13) shall be determined by the needs and the scope of the first phase of permitting and construction.

This fee is based on the following itemized breakdown:

Task	Item	Fees
Phase 1 - Alignment Definition		
Task 1	Project Startup / Data Collection / Base Map	\$ 6,700.00
Task 2	Suitability Analysis	\$ 3,200.00
Task 3	Stakeholder & Neighbor Input	\$ 9,500.00
Task 4	Wetlands Identification & Location	\$ 13,820.00
Task 5	Historical and Environment Assessment	\$ 2,000.00
Task 6	Conceptual Designs	\$ 14,500.00
Task 7	Finalized Centerline Design	\$ 16,600.00
Phase 1 Lump Sum Price		\$ 66,320.00

Phase 2 - Easements & Stakeout		
Task 8	Individual Easement Documentation	\$800 /EA
Task 9	Stakeout Centerline of Trail	\$ 4,700.00
Phase 2 Price		T.B.D.

Phase 3 - Permitting and CD's		
Task 10	Permitting Documents	10-15%*
Task 11	Permitting Process	
Task 12	Construction Documents	
Task 13	Bidding & Construction Phase Services	
Phase 3 Price		T.B.D.

*Percentages based on total construction value of work detailed and designed

\$0-\$200,000 = 15%

\$200,000-\$500,000 = 12%

\$500,000-\$1,000,000 = 11%

\$1,000,000 and above = 10%

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 Planning and Zoning applications, meetings and fees
- 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. Normal out of pocket expenses for travel, printing, long-distance phone, postal and delivery services are billed at cost.

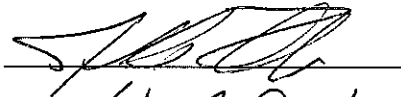
If this proposal is acceptable, please sign below.

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 1st day of May in the year 2014