



Department of
Community Investment

Memorandum

January 25, 2016

TO: Redevelopment Commission
FROM: Chris Dressel, Staff *CD*
SUBJECT: City Cemetery Master Plan: Professional Services for Entrance Design

Staff requests the Redevelopment Commission's approval to fund a proposal from Lehman & Lehman for professional services to define the scope of design needed to enhance the City Cemetery Entrance and related streetscape. The proposal for professional services is in an amount not to exceed Thirteen Thousand Eight Hundred Dollars (\$13,800). This effort is part of a master plan for the City Cemetery area drafted last year.

Throughout the master planning process, participants repeatedly pointed to enhancement of the cemetery entrance as an opportunity to: improve safety, visibility and wayfinding; increase aesthetic appeal and public use; and connect to the adjacent neighborhood and surrounding area. The approach of this project will be the development of conceptual design of the Cemetery Entrance and adjacent streetscape improvements that will be done for aesthetics, safety and functionality as performed by a landscape architect. With the approval of the design concepts the next phase of this project will include the engineering implementation of the design. At that time, staff will approach the commission to set a budget for the entrance engineering phase.

If you should have any questions or are in need of more information, please feel free to contact me at either cdressel@southbendin.gov or 235-5847.





LEHMAN & LEHMAN
Transforming Horizons

December 4, 2015

Proposal / Agreement for Conceptual Planning Services for the

**Entrance and Streetscape Enhancements at the
South Bend City Cemetery**

For the City of South Bend, IN

This agreement defines the scope of Design and Planning Services

Between the Client: **City of South Bend**
(hereinafter referred to as Client)
c/o Roger Nawrot, Assistant City Engineer
227 W. Jefferson, Room 1316, South Bend, IN 46601

and the Landscape Architect: **Lehman & Lehman, Inc.** (hereinafter referred to as Consultant)
510 Lincolnway East, Mishawaka, IN 46544

for the following project: **Entrance and Streetscape Enhancements at the South Bend City
Cemetery Eastside at Elm Street and Colfax Ave. in South Bend, IN**

PROJECT INFORMATION:

The City of South Bend is interested in the conceptual design of the entrance and related streetscape of the City Cemetery on Colfax Street in South Bend. The City, through its Department of Community Investment, processed a master plan of the Cemetery earlier this summer. This document is in "draft" form and will be used as a guide in the further development of this project. One of the goals of the master plan study was to provide a great aesthetical exposure and access to the Cemetery entrance as well as opportunities of enhancing wayfinding from the surrounding neighborhood and the downtown.



The approach of this project will be the development of conceptual design of the Cemetery Entrance and adjacent streetscape improvements that will be done for aesthetics, safety and functionality and done by a landscape architect. With the approval of the design concepts the next phase of this project will be the engineering implementation of the design (not a part of this project scope). The City's Department of Community Investment will be the primary driver of this conceptual design project with the Public Works, Division of Engineering providing the oversight.

The formal entry arch into the cemetery is located at the north end of Elm Street (214 Elm Street), a half block north of Colfax Street. Adjacent to this short, half block street, there exists three private residences with frontage on Elm Street with the northern lots boarded by an existing alley which separates the residential lots and the Cemetery property. These adjacent properties should be considered as part of the conceptual design for the entrance enhancements and improvements to the Cemetery on Elm Street. In addition to the small segment of Elm Street, the Client is interested in the streetscape enhancement potential of Elm Street between Colfax Ave. and Washington Street. It should be noted that there will be an additional City Public Works project of converting Colfax Ave. into two way traffic flow in the near future. This project will require the modification of the West LaSalle Connector to the east of the Cemetery entrance on Elm Street. It is the intention of the City that the curb-to-curb widths would not change from their current dimensions.



The City of South Bend wishes to have an overall conceptual master plan be designed for the Cemetery Entrance of Elm Street that includes the potential utilization of the adjacent three residential lots. In addition, the design plans scope will include the streetscape enhancements of Elm Street between Colfax Ave. and Washington Street. This concept plan will serve as a starting point of the next phase of design engineering and construction implementation. For the next phase of the project (engineering implementation) should Lehman & Lehman not be selected to be the prime consultant they should be considered as a preferred sub-consultant.

For this project the Consultant will provide the conceptual design utilizing the City's GIS information for the site base map. Besides the Client's project representatives' reviews, there will be design concept reviews / meetings with the following entities: Historic Preservation, Parks Department, Stakeholders from the Cemetery Master Planning Committee and other City officials.

It is the Client's desire to have project staged accordingly:

- 50% Review – Review up to three (3) design concepts along with outline cost estimates with the consensus of design elements into a refined concept
- 90% Review – Review of the final concept plan with greater cost estimates
- 100% Review – Deliverables to include rendered site plan, rendered "signature" street-level view/perspective and cost estimate package

The services of this Agreement do not include any formal site surveys, engineering design or formal city/county/agency approval processing. Such services have not been included as part of the fee for this Agreement. If such services are requested or required the Consultant can provide them under a separate Agreement.

SCOPE OF PROFESSIONAL SERVICES:

This Agreement will focus on the documentation and services associated with the conceptual master plan development of the new Cemetery Entrance Enhancements. Upon approval of this agreement, the Consultant agrees to provide the following professional services:

1) Landscape Architectural Planning / Design

- a) Prepare a site base plan that will utilize aerial photography, parcel boundaries, City GIS information, provided by the Client.
- b) Develop up to three (3) design concepts of the entrance and streetscape enhancements along with rough estimated construction costs.
- c) Present the design concepts to the Client's project team to build consensus into a final plan concept.
- d) The Consultant has factored into the fee up to six (6) meetings with the Client and stakeholders.
- e) Presentation of the Conceptual Master Plan – the Consultant will prepare the conceptual site master plan and a rendering/sketch of the cemetery. The deliverables for the project will include overall illustrated site plan and rendering/sketch (24"x36") and 11"x17" reductions of the same. Digital files of the illustration will also be provided to the Client.
- f) Additional Plan revisions will be conducted at the Consultant's current hourly rates.



PROJECT SCHEDULE:

The Consultant will work with the Client's schedule and provide deliverables according to the following schedule:

- April 2016 – Conceptual Design completed

It is anticipated that the design and plan preparation services can begin immediately after receiving a notice to proceed.

COMPENSATION

- **Conceptual Design and Plan of the Entrance to the City Cemetery in South Bend, IN**

Services for this Project Scope, described above, will be on a Not to Exceed Basis as follows:

Thirteen Thousand Eight Hundred Dollars ----- **\$ 13,800.**

Related expenses (include prints, photos, maps, project-related expenses, etc.) would be included in the above fee.

The Agreement is between the Client and Lehman & Lehman, Inc. for the particular project described herein. For services performed above and beyond those noted above, the Client will be billed at the Standard 2015 hourly rates as follows:

Lehman & Lehman, Inc. Staff:

(1) Principal Landscape Architect	\$120.00/hour
(2) Project Landscape Architect	\$105.00/hour
(3) Project Landscape Architect Level II	\$95.00/hour
(4) Project Landscape Architect Level I	\$80.00/hour
(5) Graduate Landscape Architect Level I	\$70.00/hour
(6) Technical CAD Designer	\$75.00/hour
(7) Intern Landscape Architect Level I	\$55.00/hour
(8) Clerical Staff	\$45.00/hour

These rates are subject to review and may be changed at the beginning of each calendar year.

1) REIMBURSIBLES:

- a) The Consultant will bill reimbursable costs to the Client without a mark-up.

2) OWNER / CLIENT RESPONSIBILITIES:

- a) The Owner/Client shall provide the Consultant full information regarding requirements for the project. This would include, but is not limited to:
 - i) Site GIS information which would include topographic / boundary plans indicating existing features and developments, utilities, site components and easements for the project area.
 - ii) Digital copy of the City Cemetery Master Plan (Draft).

3) STANDARD TERMS AND CONDITION:

- a) The Standard Terms and Conditions, as set forth as Exhibit "A", are incorporated hereinto and made a part of this proposal agreement. The Owner referred to in the Standard Terms and Conditions means the City of South Bend.

If the Client should violate or breach the terms or conditions of this contract, the Client shall pay all costs and expenses including any attorney fees incurred by the Consultant in connection with its exercising his rights or remedies he may have under this agreement because of such violation or breach.

If this Letter of Proposal properly sets forth the scope of the planning and design services, please countersign below so we can begin work on your project.



Thank you for the opportunity to submit this proposal. We look forward to working with you. If you have any questions please do not hesitate to contact us.

APPROVED:



Charles F. Lehman, ASLA, PLA, FRSA
Landscape Architect and President / CEO
Lehman & Lehman, Inc.

City of South Bend

Date: _____

/pgg

Attachment: Exhibit "A" – Lehman & Lehman, Inc.'s Standard Terms and Conditions



LEHMAN & LEHMAN

Transforming Horizons

Lehman & Lehman, Inc.'s Standard Terms and Conditions

1. Access To Site:

Unless otherwise stated, Landscape Architect will have access to the site for activities necessary for the performance of the services. Landscape Architect will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

2. Terms and Acceptance:

The terms of contractual Agreement are subject to and incorporate the provisions of Landscape Architect's proposal if attached. In event of any conflict, the terms of the accompanying proposal shall govern. By signing this Agreement the client acknowledges acceptance of the attached proposal and the conditions set forth in the contractual agreement.

3. Changes In The Work:

If the scope of work changes during the progress of the work, Landscape Architect will inform Client of such change and will submit an additional cost for such work. Upon approval by the Client of the change in scope additional cost, Landscape Architect will proceed with the added work.

4. Invoices/Payments:

Invoices for Landscape Architect's services shall be submitted, at Landscape Architect's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, Landscape Architect's may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service.

5. Late Payments:

Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% on the then unpaid balance. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

6. Certifications:

Guarantees and Warranties: Landscape Architect shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence Landscape Architect cannot ascertain.

7. Ownership of Documents:

All documents produced by Landscape Architect under this agreement shall remain the property of Landscape Architect and may not be used by the Client for any other endeavor without the written consent of Landscape Architect.

8. Limitation of Liability:

No employee of Landscape Architect or Sub-Consultant shall have liability to Client. Client agrees that, to the fullest extent permitted by law, Landscape Architect's total liability to Client 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 clauses including, but not limited, to Landscape Architect's negligence, error, omission, strict liability, or breach of contract shall

not exceed the total compensation received by Landscape Architect under this Agreement. If Client desires a limit of liability greater than provided above, Client and Landscape Architect shall include in the Agreement the amount of such limit and the additional compensation to be paid to Landscape Architect for assumption of risk.

9. Indemnification:

The Landscape Architect agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Landscape Architect's negligent performance of professional services under this Agreement and that of its sub-consultants or anyone for whom the Landscape Architect is legally liable.

10. Field Observation:

The responsibility of Landscape Architect's field representative is to make field observations. This work does not include supervision or direction of the work of the contractor, his employees, or agents. The Contractor should be so advised. The Contractor should also be advised that neither the presence of our field representative nor the observation by our firm shall excuse him in any way for defects discovered in his work. Any review and/or monitoring of the contractor's performance by Landscape Architect does not include the Contractor's safety measures on or near the construction site. The Contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours. Unless specifically stated in Landscape Architect's proposal. Construction review and/or monitoring is not included in the scope of work.

11. Dispute Resolution:

All claims, disputes and other matters in controversy between Landscape Architect and Client arising out of or in any way related to this Addendum shall be submitted to mediation before and as a condition precedent to other remedies provided by law. No other action may be filed unless and until all mediation procedures have been exhausted. In event that any action is initiated prior to exhausting the mediation procedures, any court of competent jurisdiction shall issue an order staying or dismissing such action until all mediation procedures have been complied with. If a dispute at law arises related to the services provided under this Addendum and all available mediation procedures have been exhausted as provided above, then (a) Client agrees to personal jurisdiction in the State of Indiana.

12. Termination of Services:

This Agreement may be terminated by the Client or Landscape Architect should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay Landscape Architect for all services rendered to the date of termination, all reimbursable expenses, and all reasonable termination expenses.