



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

November 12, 2024

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

RE: **Amendment No. 1:** Letter Agreement for Professional Services
Park Cemetery
City of Greenfield
DLZ Project No.: 2363-1111-90

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.

I. Sections of the Letter Agreement, modified by this Amendment No. 1, are noted below in bold text.

DESCRIPTION OF THE PROJECT

The project involves **plans and bid documents for the design of the Phase 1 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. .

This work will be developed in two stages.

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

Stage 2 (**Amendment No. 1**) will consist of design, engineering and preparation of Phase 1 construction and bid documents for a public bid process. **Proposed Phase 1 improvements based on the Client's preferred design concept will generally consist of the following:**

- 1. New cemetery entrance at SR 9 and Blank Street.**
- 2. Internal access drives.**
- 3. An outdoor paved area associated with an approximately 6000 SFT pre-engineered cemetery maintenance building by others.**

4. **Site utilities stubbed to building location.**
5. **New entry road with median.**
6. **New monumental identification sign.**
7. **Water line and spigots in cemetery area.**
8. **Landscape plantings.**
9. **Traffic signs.**

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)
 - **Design Development (60% Construction Documents)**
 - **Final Design (90% Construction Documents)**
 - **100% Bid Plans and Documents**

BUDGET

With the completion of Stage 1 Conceptual planning and 30% plans, the Client's preferred design concept has been confirmed and the final scope of work and program of improvements fully identified. Construction costs for Phase 1 site work only of Park Cemetery Improvements identified during Stage 1 are estimated at approximately \$2,263,600.

SCOPE OF SERVICES

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

STAGE 1 (COMPLETE)

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.
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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
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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.
 - 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.

STAGE 2

TASK 2.1 – PROJECT MANAGEMENT

DLZ shall provide Project Management services including the following:

1. **DLZ shall manage the activities of Stage 2 scope of services among the project team members. DLZ's Project Manager (PM) will be in charge of overall project management in addition to serving as the Client's direct link to the design team for issues concerning administration and technical execution. The PM will be responsible for coordinating the activities of all subconsultants and acting as liaison between professional and any outside agencies and/or groups. The PM will also be responsible for maintaining schedule and budget.**
2. **DLZ shall coordinate and attend meetings with the Client on an approximate monthly basis to facilitate the management of the project design elements. Meetings will be held to discuss technical issues requiring action by the Client and other third parties.**

DLZ shall implement quality management and control procedures, to satisfy the project requirements. DLZ shall coordinate these procedures with subconsultants at each plan submittal stage for continuity of design standards and plans throughout the project limits.

TASK 2.2 – GEOTECHNICAL EXPLORATION

The geotechnical scope of work will include the following:

1. Test locations will be marked/staked.
2. Indiana 811 – the state one call center will be notified to mark all existing utilities within the public areas.
3. The Geotechnical Engineer will explore the subsurface soil and groundwater conditions at the proposed site by drilling up to ten (10) soil borings.
4. Split-spoon samples will be obtained at two and on-half (2.5) feet to five (5) feet intervals for laboratory analysis. Standard Penetration Tests (SPT) values will be recorded for each split spoon sample. Groundwater observations will be made during and immediately after completion of the drilling.
5. The boreholes will be backfilled with auger cuttings mixed with bentonite chips after the drill operations. Excess auger cuttings (if any) will be spread at the site.
6. The exploration will include laboratory testing on representative soil samples to determine its classification and understand strength, compressibility and other engineering characteristics.
7. The results of the field exploration and laboratory tests will be utilized in the engineering analyses in formulation of recommendations and will be presented in a written report signed by a registered professional engineer.
8. The Geotechnical report will inform the design team on final pavement design.

TASK 2.3– 60% DOCUMENTS

DLZ will prepare 60% drawings, preliminary specifications, and an opinion of probable construction cost.

1. Prepare 60% Drawings including the following:
 - a. Existing Conditions.
 - b. Removal and Protection Plans.
 - c. Layout and Geometrics Plans.
 - d. Grading and Drainage Plans.
 - e. Site Utility Plans.
 - f. Planting Plans.
2. Draft technical specifications and relevant product selection data.
3. Identification and work plan for required local, state, and/or federal permitting required.
4. Opinion of Probable Costs.

TASK 2.4 – VALUE ENGINEERING

DLZ shall schedule and moderate with City staff one (1) value engineering session to investigate and discuss all options related to the design, schedule and cost estimates of the project. This meeting will include the identification of design alternates for bidding. The meeting shall be scheduled to occur within two (2) weeks of the 60% submittal. DLZ shall prepare meeting minutes and a summary report within five (5) business days. The invitees and size of the value engineering meeting will be determined by City staff based upon the size and complexity of the project.

TASK 2.5– 90% DOCUMENTS

After acceptance by CLIENT of the 60% submission and value engineering options, DLZ will prepare 90% drawings, specifications, and an opinion of probable site construction cost.

1. Update all plans and details.
2. Prepare technical specifications in conjunction with construction drawings, Divisions 02-33.
3. Prepare Bidding and General Conditions of the Contract, Divisions 00-01.
4. Update probable construction cost estimate associated with 90% documents.

TASK 2.6– 100% DOCUMENTS

Following acceptance of the 90% submission, DLZ will prepare 100% drawings, specifications, and a final opinion of probable construction cost.

1. Prepare Final Drawings indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
2. Prepare technical specifications in conjunction with construction drawings, Divisions 02-33.
3. Finalize Bidding and General Conditions of the Contract, Divisions 00-01.
4. Finalize probable construction cost estimate associated with design documents.
5. Assemble final signed and sealed Site Construction Documents to allow for competitive bids.

TASK 2.7 – PERMITTING

1. IDEM Construction Stormwater General Permit.
 - a. Prepare a Storm Water Pollution Prevention Plan Report document.
 - b. Prepare Storm Water Pollution Prevention Plan (SWPPP).
 - c. Submit Report and SWPPP to the local reviewing agency for 30-day review period.
 - d. Monitor the approval process and provide customary additional information that may be required to secure a permit.
 - e. Prepare and publish Public Notice as required by 327-IAC-15-5.
 - f. Complete draft application via the IDEM online portal, including upload of proof of publication and local review agency approval forms. Provide completed State Form 56679 Construction Stormwater Signed Certification for Owner signature.
 - g. Submit final application to IDEM via online portal along with \$100 IDEM permit fee. Submit State Form 56679 via mail no later than 48 hours prior to start of construction.
 - h. IDEM will provide Notice of Sufficiency directly to Owner documenting approved permit number.
 2. IDEM 401/USACE 404 Permit
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- a. DLZ shall prepare and submit application and back-up documentation for the IDEM required 401/404 water quality permit.
 - b. DLZ shall monitor the approval process and provide any additional information that may be required to secure permit and approval.
3. IDNR Construction in a Floodway
 - a. DLZ shall prepare and submit application and back-up documentation for the IDNR required Construction in a Floodway permit.
 - b. DLZ shall monitor the approval process and provide any additional information that may be required to secure permit and approval.
4. IDEM Construction Permit for Sanitary Sewer (327 IAC 3)
 - a. DLZ shall prepare and submit application and back-up documentation for the IDEM Construction Permit for Sanitary Sewer.
 - b. DLZ shall monitor the approval process and provide any additional information that may be required to secure permit and approval.
5. INDOT Permit
 - a. DLZ shall prepare and submit application and back-up documentation for a INDOT permit for work within the right-of-way. This work includes changes to the existing curb cut at SR 9.

TASK 2.8 – UTILITY COORDINATION

Coordination with utilities affected by the project will be carried out in accordance with INDOT and City standards. Tasks shall include:

1. DLZ will send verification of facilities and preliminary plans to utilities identified by OWNER following initial notification.
2. DLZ shall coordinate with utility companies as needed to understand utility conditions in the project area.
3. DLZ will participate in one (1) utility coordination meeting.
4. DLZ's utility coordination services under this section do not include constructability or safety reviews. DLZ will notify the Client if, in the process of performing its utility coordination services, it becomes aware of any existing utilities that it believes create a Constructability Conflict.

TASK 2.9 – LIMITED BIDDING SERVICES

During this stage of the project, the Documents are reviewed by various contractors who will submit the actual construction costs for the project. The following duties may be performed:

1. Bid Documents will be made available to Bidders through an electronic plan room from which Bidders may obtain documents for bidding.
 2. Assist the Client at a pre-bid meeting with prospective contractors if requested.
 3. Clarify any questions that may arise during this phase.
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4. **Issue addenda and/or clarifications to prospective contractors.**
5. **Assist the Client during the opening of bids if requested.**
6. **Review received bids and recommend to the Client an Award of Construction Contract.**

TASK 2.10 – LIMITED CONSTRUCTION ADMINISTRATION SERVICES

During this stage of the project, the project is under construction. DLZ will assist the Client in monitoring the construction for general accordance with the Contract Documents. The following duties may be performed:

1. **Assist Client at a pre-construction meeting to convey the design intent if requested.**
2. **Shop drawing review.**

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. **Building/architectural design.**
 3. **Building mechanical, electrical, and plumbing engineering.**
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4. State design release permit.

5. Structural engineering.

6. Boundary survey and subdivision survey for individual grave blocks/plots.
7. Design services for areas outside the Project Area described in this document.
8. Services resulting from changes in the Project Scope, extent or character of the Project, or its design.
9. Additional meetings or site visits.
10. 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.
11. All work related to asbestos containing material identification/abatement, environmental assessments, environmental impact statements, or other environmental compliance documentation, as required.
12. Routine Wetland Delineation.
13. Wetland or Stream Mitigation Design Plans.
14. Wetland or Stream Restoration Plans.
15. Floristic Quality Assessment.
16. Threatened and Endangered Species Surveys.
17. Archaeological Investigations.
18. Section 106 Consultation.
19. IDNR Cemetery Plan.
20. Other site investigations that may be required as a permit condition.
21. Relocation plans of public or private utilities or sewers.
22. Land acquisition.
23. Right-of-way engineering services.
24. Traffic studies and/or signal design.
25. Location control route survey.
26. Construction inspection.
27. As-built plans.

SCHEDULE

Notice to Proceed (NTP): December 1, 2024

60% Documents: 12 weeks from Notice to Proceed

90% Documents: 10 weeks from Client approval of 60%

100%: 4 weeks from Client approval of 90%

Anticipated Bid Date: April-May 2025

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.



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DESIGN SERVICES – LUMP SUM	ORIGINAL AMOUNT	ADDITIONAL AMOUNT (AMENDMENT NO. 1)
Stage 1 Design	\$27,000.00	
Stage 2 – 60% Documents		\$57,000.00
Stage 2 – 90% Documents		\$57,000.00
Stage 2 – 100% Documents		\$20,000.00
Stage 2 – Limited Bidding Services		\$8,000.00
Stage 2 – Limited Construction Administration Services		\$4,000.00
DESIGN SERVICES LUMP SUM SUBTOTAL	\$27,000.00	\$146,000.00

OTHER SERVICES – LUMP SUM	ORIGINAL AMOUNT	ADDITIONAL AMOUNT (AMENDMENT NO. 1)
Topographic Survey	\$18,700.00	
Wetland Determination	\$8000.00	
Stage 2 – Project Management		\$12,000.00
Stage 2 - Geotechnical Exploration		\$15,000.00
Stage 2 - Permitting		\$20,500.00
Stage 2 – Value Engineering Services		\$7,300.00
OTHER SERVICES LUMP SUM SUBTOTAL	\$26,700.00	\$54,800.00
TOTAL ORIGINAL PROFESSIONAL SERVICES	\$53,700.00	
TOTAL AMENDMENT NO. 1 PROFESSIONAL SERVICES		\$200,800.00
TOTAL COMBINED PROFESSIONAL SERVICES (INCLUDING AMENDMENT NO. 1)		\$254,500.00



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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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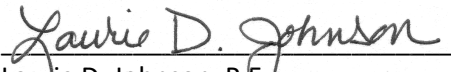
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ACCEPTANCE

We trust that this Amendment No. 1 to the original 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. The executed Amendment No. 1 to the original 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 Guy Titus
Mayor

Date

ATTACHMENTS:

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

CC: BLG, ACL, JKH, JTM, File

EXHIBIT A

EXISTING CEMETERY

PROJECT AREA - 30.5 ACRES

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 - 2024 ENGINEERING/ARCHITECTURAL

<i>Bill Class Code</i>	<i>Employee Classification</i>	<i>Hourly Rate</i>
001	Officer / Principal Architect	\$295.00
005/003	Division Manager/Director	\$280.00
007	Department Manager	\$252.50
246/14/B33	Registered Land Surveyor/ Survey Coordinator/ Right of Way Coordinator	\$165.00
008/B10	Senior Project Manager / Project Manager II	\$242.50
B09/708	Project Manager I / Group Manager	\$232.50
A12/A72/490/480/201/234	Engineer VI/ Architect VI/ Landscape Arch. VI/ Planner VI/ Scientist VI/ Surveyor VI	\$237.50
A11/A71/A94/B03	Engineer V/Architect V/ Landscape Arch. V/ Planner V/ Scientist V/ Surveyor V	\$232.50
A10/A70/A80/A93/A60/B02	Engineer IV/Architect IV/ Landscape Architect IV/ Planner IV/ Scientist IV/ Surveyor IV	\$220.00
216/102/112/264/B01	Engineer III/ Architect III/ Landscape Architect III/ Planner III/ Scientist III/ Surveyor III	\$197.50
217/107/A78/A91/265	Engineer II/ Architect Associate II/ Landscape Architect II/ Planner II/ Scientist II/ Surveyor II	\$165.00
218/106/A77/A90/266/246	Engineer I/ Architect Associate I/ Landscape Architect I/ Planner I/ Scientist I/ Surveyor I	\$130.00
902	Designer I	\$122.50
901	Designer II	\$135.00
900/258	Designer III / Utility Coordinator	\$185.00
906	Technician	\$100.00
903	Technician IV	\$130.00
B33	Right of Way Agent II	\$125.00
220	Construction Observer Manager /Administrator	\$177.50
221	Construction Observer	\$142.50
043	Clerical	\$80.00
041	Office Services Coordinator	\$120.00
980	Intern / Apprentice	\$85.00

<i>Activity Code</i>	<i>Crew Classification</i>	<i>Hourly Rate</i>
142/99	2 - person Topographic Survey Crew	\$285.00
142/99	2 – person Topographic Survey Crew (overtime)	\$355.00
336/127	1 – person Field Crew / Party Chief	\$170.00
336/127	1 – person Field Crew / Party Chief (overtime)	\$237.50
GPS/339	1 – person GPS/RTK Field Crew	\$237.50
SCAN	HDS Laser / UAS Scanning Crew	\$342.50
13/94	Rodman/ Survey Technician / Survey-Mapping Assistant	\$120.00

<i>Reimbursable Expenses</i>		<i>Rate</i>
Mileage		\$0.67/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.