

# INSITE

InSite Design Studio, Inc  
Landscape Architecture  
412 Longshore Drive  
Ann Arbor, MI 48105

March 19, 2024

**To: Shauna Anderson  
Plymouth District Library**

**Re: Plymouth District Library Site Improvements: Building Envelope Planting**

Shauna,

We are excited that the amphitheater is nearly done and that you are ready to move on to further planting around the building. We do not anticipate needing the City's involvement for this portion of the project (other than a mobilization area for plant storage during construction), so this scope should be pretty straight forward. We are looking forward to continuing to work with you!

This document responds to your request for Professional Landscape Architectural Services for planting around the rest of your building envelope. This scope is separated into services necessary and related estimated fees which include Refined Design Development, Construction Documentation, Bidding/Permit Assistance and Construction Administration.

Best,



## **Agreement**

This letter, along with Attachment 'A', will serve as our Consulting Agreement for Services. InSite Design Studio, Inc., herein referred to as the Consultant, has a background in Landscape Architecture and is willing to provide services to Plymouth District Library, herein referred to as the Client, based on this background.

Based upon our recent discussions with you, we suggest the following services to be provided by InSite Design Studio:

## 1. Further Design Development

As part of **1.1 Project Administration and Control** InSite Design Studio will:

- Obtain and review any potential code and regulatory information.
- Develop more refined base information for target area
- Update Cost Opinion

As part of **1.2 Meetings** InSite Design Studio will:

- Site visit and Kickoff Meeting
- Meet with Library to review shifts in planting from Master Plan

As part of **1.3 Final Design Development** InSite Design Studio will:

- Revise earlier studies based on changing light patterns and any other new information
- Refine and provide the Client revised materials options for landscape

## 2. Construction Documentation

As part of **2.1 Project Administration and Control**, InSite Design Studio will:

- Revise cost opinion based on any feedback or changes

As part of **2.2 Preparation of Construction Documents Drawings and Specifications** InSite Design Studio will:

- Prepare electronic drawing files, specifications, and related documents for use in pricing and constructing the Base Project scope.
- Provide adjusted plans:
  - Cover
  - 2 Planting Plans
  - Details
- Provide Specifications for:
  - Earthwork
  - Planting
  - Plant Maintenance and Guarantee
- Provide Front End documents per project.
- Provide Bid Form
- Submit 90% Contract Documents for on-site project.

As part of **2.3 Project Review Meetings** InSite Design Studio will:

- Meet with Client to review 90% Construction Documentation and Front End and revised cost opinion.

As part of **2.4 Revisions** InSite Design Studio will:

- Adjust documents based on any feedback from Client review meeting.
- Issue final 100% documents.

## 3. Bidding / Permit Assistance

As part of **3.1 Bidding/Permit Assistance**, InSite Design Studio will:

- Assemble potential contractors to bid the project.

As part of **3.2 Preparation of Bidding Documents**, InSite Design Studio will:

- Assist with contractor's requests for information, addenda.
- Support contractor's permit process.

As part of **3.3 Meetings**, InSite Design Studio will:

- Attend pre-bid walk-through.
- Review bids with Client.

#### **4. Construction Administration**

As part of **4 Construction Administration**, InSite Design Studio will provide construction administration services for this project. To determine in general if the work is consistent with the design intent, the Consultant will visit the site and attend meetings at intervals appropriate to the stage of construction. This is not to be interpreted as Construction Inspection, Management, or Supervision, which are not part of these services.

As part of **4.1 Project Administration and Control** InSite Design Studio will:

- Attend a pre-construction meeting for on-site work.

As part of **4.2 Construction Observation** InSite Design Studio will:

- Attend three (3) site visits during construction.

As part of **4.3 Construction Administration** InSite Design Studio will:

- Review submittals
- Prepare and issue site reports.
- Review and respond to contractor requests for information (RFI).
- Review contractor payout requests- processing by Client.
- Review and process Bulletins- Client to process changes orders, directives.

As part of **4.4 Project Close-out** InSite Design Studio will:

- Prepare two (2) punch lists.
- Review plant material near end of 1-year maintenance and guarantee period (2 visits, provide reports and documentation).

#### **Additional Services**

##### **General Meetings and Revisions**

Services, meetings or on-site visits in addition to those listed above will be performed on an hourly basis. Time required to perform services necessary due to changing, insufficient or missing program or base data, or as a result of others failure to provide information in a timely manner is not part of the scope of services. Such changes or insufficiencies will change any anticipated schedule and will be considered an extra service. Plan alterations due to unclear or changing concept, scope, program or cost limitations is considered an extra service. Revisions beyond those listed that have ramifications on multiple site elements, as well as revisions to approved plans will be considered an extra service. Providing services in connection with or made necessary by construction change orders or directives, evaluations of proposed substitutions by Contractors, defects or deficiencies in the work of the Contractor, legal proceedings, or alternate bids taken during construction are considered an extra service. Permit fees are the responsibility of the Client.

**Limits of Scope of Work:**

It is our understanding that administration of the project including compilation of all drawings will be performed by Dep Design who will provide InSite Design Studio with all general project data required for preliminary plan documents. In addition, all base drawings such as necessary topographic, boundary and existing on-site and adjacent site condition information will be provided by Nederveld. Nederveld will also handle placing the proposed building envelope on the site as it changes throughout the design process for InSite Design Studio's use.

To aid in the organization of this project, we have included the following list of additional responsibilities and services that if applicable will need to be performed by others:

- Exterior Lighting Design and Plan
- Irrigation Design and Plan
- Required topographic and boundary surveys and legal descriptions (include streets, easements, utilities serving the site, wetland and floodplain if applicable)
- Adjacent site conditions including property clients and zoning, location of existing structures, drives, utilities etc.
- Traffic impact studies
- Wetland and Floodplain Delineation
- Area wide storm water drainage, road network and utility map
- Phase 1 and Phase 2 environmental reports
- Soils investigations, soil borings and related pavement sections relative to use and findings
- Coordination with utility companies, (Detroit Edison, etc.)
- Asphalt paving sections
- Proposed easement locations
- Structural analysis and proposal for site retaining walls/pavements
- Interior Landscaping
- Site signage
- Construction layout plan with dimensions
- Detailed spot elevation grading plan
- Stormwater, Hardscape, and utility details
- Utility plan, profiles and specifications
- Vertical & horizontal road alignment
- Structural analysis and design of retaining walls
- General Conditions of specifications
- Construction Staging Plan
- Construction management/supervision, Construction Staking, Construction Staging
- Materials testing
- As-built documents
- Final site balance cut and fill

The cost opinions performed by InSite Design represent the Landscape Architect's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Landscape Architect nor the Client has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. InSite Design Studio, Inc. therefore cannot and does not warrant or represent that the actual costs of construction will not vary from the cost opinion provided by our firm.

### Compensation for Base Scope

Unless the proposed scope changes from the current concept plan, InSite Design Studio, Inc. proposes to perform the above Scope of Services on an Hourly-Not-To-Exceed basis, using the following schedule of hourly rates and description of Reimbursable Expenses, with the fees for these services:

<b>1. Main St. Building Planting:</b>	
<b>Design Package, Bidding, Construction Administration</b>	<b>\$15,975.00</b>
<b>2. Side and Parking Lot Building Planting:</b>	
<b>Design Package, Bidding, Construction Administration</b>	<b>\$10,644.00</b>
<b>3. Travel</b>	<b>\$ 450.00</b>
<b>4. Reimbursibles</b>	<b>\$ 500.00</b>
	<b><u>\$27,569.00</u></b>

### Schedule of Standard Rates

Work beyond the agreed to base scope and additional services or meetings as described herein will be provided on an hourly basis to be paid for by the Client in accordance with our following hourly rates:

Principal:	\$120.00 / hour
Landscape Architect:	\$90.00 / hour
Landscape Designer	\$85.00 / hour
Draftsperson/Intern	\$60.00 / hour

### Reimbursable Expenses

Reimbursable expenses, such as printing, plotting, copies, postage, transportation, hotel, and mileage etc. will be billed at 1.2 times direct cost and are **not included in the fee**. Application/filing fees and permit fees are the Client's responsibility.

### Invoices and Payment Provisions

Professional services and reimbursable expenses are invoiced monthly. Interest will be charged at the rate of 1.5% monthly on all past due invoices.

The Consultant may suspend services if the Client is delinquent in payment or payments are not being made according to this agreement.

If this agreement is acceptable to you, please sign below and keep one of an original for your files. This proposal for services is valid for 60 days. Please give me a call if you have any questions or would like to discuss this proposal further.

Yours truly,



Shannan Gibb-Randall, PLA  
President  
InSite Design Studio, Inc.

[sgibb-randall@insite-studio.com](mailto:sgibb-randall@insite-studio.com)  
734.995.4194

**Consultant**

**Client**



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Shannan Gibb-Randall  
InSite Design Studio, Inc

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Shauna Anderson  
Director  
Plymouth District Library

March 19, 2024

Date \_\_\_\_\_

## **Attachment 'A'**

### **Relationship of Parties**

It is understood by the parties that the Consultant is an independent Contractor and not an Employee of the Client.

### **Hazardous Waste**

The Consultant is not responsible for the identification, locating, discovering, removal and treatment (remediation) of any hazardous waste, known or unknown at the site under this Agreement. The Consultant is not responsible for the consequences of any hazardous waste materials of any kind at the site studied under this Agreement, including but not limited to asbestos and PCB's, as well as materials not yet known as hazardous.

### **Injuries**

Consultant acknowledges Consultant's obligation to obtain and maintain for the duration of this contract appropriate insurance coverage for the benefit of Consultant (an Consultant's employees, if any). Consultant waives any rights to recovery from Client for any injuries that Consultant (and/or Consultant's employees) may sustain while performing services under this Agreement.

### **Indemnification**

Consultant agrees to indemnify and hold Client harmless from claims, losses, expenses, fees, including reasonable attorney fees, costs and judgments to the extent they are caused by the negligent acts, errors or omissions of the Consultant, Consultants employees, if any and Consultants agents. Client agrees to indemnify and hold Consultant harmless from claims, losses, expenses, fees, including reasonable attorney fees, costs and judgments to the extent they are caused by the negligent acts, errors or omissions of Client, Clients employees, if any, and Clients agents.

### **Construction Means, Methods**

Consultant shall not be responsible for the Construction Means, Methods, Sequences, Techniques or procedures, nor for job site safety since these are the sole responsibility of the Contractor.

### **Implementation of Plans**

The Consultant is not responsible for the final design, means and methods of implementation of the documents, or observation of the execution of the contract documents and specifications unless the consultant is contracted to provide additional said services.

### **Products**

All products of this agreement, drawing, designs, and written documents are the property of the Consultant. The Client may use the products of this agreement for the specified project, i.e., **Plymouth District Library Site Improvements**, but may not use or distribute written or drawn material for any other project without written consent of the Consultant.

### **Applicable Law**

This Agreement Shall be governed by the laws of the State of Michigan.