



CONTRACT FOR PROFESSIONAL SERVICES BETWEEN LANDSCAPE ARCHITECT AND CLIENT

Preliminary Provisions

Date

This Agreement is made as of 6/26/2015, between the Client and the Landscape Architect for Landscape Architectural Services as provided herein.

Client

WILLIAM S. HART UNION HIGH SCHOOL DISTRICT

NAME

21380 CENTRE POINTE PARKWAY, SANTA CLARITA, CALIFORNIA 91350

ADDRESS / CITY / STATE / ZIP

MIKE OTAVKA, DIRECTOR OF FACILITIES – NEW CONSTRUCTION

OFFICE: (661) 753-5740, EXT. 274 | FAX: (661) 287-1984 | CELL: (661) 510-0126

CONTACT INFORMATION

Landscape Architect

CHARLES H. STRAWTER DESIGN INC.

ENTITY: SOLE PRACTITIONER, PARTNERSHIP, CORPORATION

566 W. LANCASTER BLVD, STE 20, LANCASTER, CA 93534

ADDRESS

OFFICE: (661) 295-4631 | CELL: (626) 664-6071 | FAX: (661) 244-4911 | E-MAIL: CHARLES@CHSTRAWTERDESIGN.COM

CONTACT INFORMATION

Project Description

Landscape Design and Consulting Services Task Order Agreement for Various Hart District Projects

Compensation

Compensation for the Scope of Services to be performed under this Agreement shall not exceed \$15,000 per project and not exceed \$100,000 total for fiscal year of the contract.

Article 1

Landscape Architectural Services

1.1 Standard of Care

The Landscape Architectural Services shall be performed with care and diligence in accordance with the professional standards appropriate for a project of the nature and scope of this Project.

1.2 Scope of Services

Landscape Architectural Services to be provided under this Agreement are:

- Recommendations for adding and/or replacing trees and other plantings for shade and visual screening;
- Removal of turf and replacement with low-water consumption planting;
- Provide specifications for replacement and modifications to irrigation systems;
- Recommendations for shade structure placement;
- Evaluation of trees that are in poor health;
- Development of tree trimming specifications;
- Prepare District standard for landscaping

1.3 Schedule of Performance

The Client's signature on this Agreement shall be the basis for the Landscape Architect to begin providing services for the Project. Landscape Architecture is a licensed profession regulated by the State of California. The Landscape Architect shall perform the services as expeditiously as is consistent with professional quality.

Article 2

Client's Responsibilities

2.1 Information

The Client shall provide site and other information on which the design is to be based as well as Client's budget parameters for the Project. The Landscape Architect shall be entitled to rely on the accuracy and completeness of information provided by the Client.

2.2 Budget

The Landscape Architect shall reasonably strive to propose designs and prepare documents consistent with the Client's budget parameters. If provided by the Landscape Architect as a part of the Scope of Services, opinions of probable construction costs are based on the designer's familiarity with the landscape construction industry and are provided only to assist the Client's budget planning; such opinions shall not be construed to provide a guarantee or warranty of the actual construction costs at the time construction bids are solicited or construction contracts negotiated.

2.3 Approvals

The Client's decisions, approvals, reviews, and responses shall be communicated to the Landscape Architect in a timely manner so as not to delay the performance of the Landscape Architectural Services.

2.4 Project Permit and Review Fees

The Client shall pay all fees required to secure jurisdictional approvals for the Project.

Article 3

Ownership of Documents

The Landscape Architect shall be deemed the author and owner of all documents and deliverables developed pursuant to this Agreement and provided to the Client by the Landscape Architect (collectively, the "Design Materials"). Subject to payment by the Client of all fees and costs owed to the Landscape Architect, the Landscape Architect grants to the Client a nonexclusive license to reproduce the Design Materials solely for the construction and use of the Project.

Article 4

Landscape Architect Compensation

4.1 Basic Services. The Landscape Architect shall bill the Client on an hourly basis or per written agreement. Hourly rates are as follows:

- *Landscape Architect: \$120/hr*
- *Landscape Designer/Draftsperson: \$60/hr*

4.2 Reimbursable Expenses are expenditures for the Project made by the Landscape Architect, its employees, and consultants in the interest of the Project plus an administrative fee of 14%. Reimbursable Expenses include but are not limited to Client requested travel expenses, costs of reproduction, postage, services of professional consultants, and other, similar direct Project-related expenditures.

4.3 Compensation shall be by submittal. (1) All payments shall include payments for Basic Service performed, and (2) Reimbursable Expenses incurred.

Compensation for the Scope of Services to be performed under this Agreement shall not exceed \$15,000 per project and not exceed \$100,000 total for fiscal year 2015/16.

4.4 Payments are due and payable 30 days from the date of the Landscape Architect's invoice. Invoiced amounts unpaid 45 days after the invoice date shall be deemed overdue. At the Landscape Architect's option, overdue payments may be grounds for termination or suspension of services.

4.5 If through no fault of the Landscape Architect the Scope of Services to be provided under this Agreement has not been completed within **12 months** of the initial notice to proceed, the compensation for services rendered after that time period shall be equitably adjusted.

Article 5

Indemnification

Client and Landscape Architect each agree to indemnify and hold harmless the other, and their respective officers, employees, agents, and representatives, from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Client and Landscape Architect, they shall be borne by each party in proportion to its negligence.

Article 6

Dispute Resolution

6.1 If a dispute arises out of or relates to this Agreement, the parties shall endeavor to resolve their differences first through direct discussions. If the dispute has not been settled within 14 days of the initial discussions, the parties shall submit the dispute to mediation, the cost of which shall be shared equally by the parties.

6.2 Nothing in these provisions shall limit rights or remedies not expressly waived under applicable lien laws.

Article 7

Suspension/Termination

This Agreement may be terminated by either party on 7 days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination, provided the defaulting party has not cured or in good faith diligently commenced to cure the breach during the 7-day notice period.

Article 8

Other Terms and Conditions

8.1 Assignment

Neither party shall assign their interest in this Agreement without the express written consent of the other, except as to the assignment of proceeds.

8.2 Governing Law

The law in effect at the Landscape Architect's principal place of business shall govern this Agreement.

8.3 Complete Agreement

This Agreement represents the entire understanding between the Client and the Landscape Architect and supersedes all prior negotiations, representations, or agreements, whether written or oral. This Agreement may be amended only in a writing signed by both the Client and the Landscape Architect.

X 

Landscape Architect

By: CHARLES H. STRAWTER, RLA, PRINCIPAL LANDSCAPE ARCHITECT

Date: 6/26/2015

X

Client

By:

Date:
