

# DRAFT AIA® Document B101™ - 2017

## Standard Form of Agreement Between Owner and Landscape Architect

**AGREEMENT** made as of the «x» day of «September» in the year «2022»  
(In words, indicate day, month and year.)

**BETWEEN** the Landscape Architect's client identified as the Owner:  
(Name, legal status, address and other information)

Town of Bluffton  
P.O. Box 386  
Bluffton, SC 29910

and the Landscape Architect:  
(Name, legal status, address and other information)

Wood+Partners Inc.  
P.O. Box 23949  
Hilton Head Island, SC 29925

for the following Project:  
(Name, location and detailed description)

New Riverside Barn Park Playground - Located at the intersection of Highway 170/46 and New Riverside Rd. in Bluffton, SC.

The scope of basic services for this project includes Schematic Design, Design Development and Construction Document Services, Permitting Support Services and Limited Bidding Services for the playground within New Riverside Barn Park. Construction Phase Services are not included in this agreement but will be negotiated and provided as additional services if requested by the Owner. Basic services in this agreement include normal civil, structural, and electrical engineering, architecture, landscape architecture and irrigation design services. WPI shall provide project management of the design team and landscape architecture services.

The Owner and Landscape Architect agree as follows.

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.



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### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

New Riverside Barn Park Playground - Project 00085

The scope of basic design services for this project will be based on the Owner approved conceptual master plan dated 7-15-22 and will include the following scope items:

- a. Sidewalks and specialty paving improvement areas;
- b. Iconic playground structures and other supporting playground features for ages 2-5 and 5-12;
- c. Playground safety surfacing with locations and surface pattern. Safety surfacing may be poured in place, bound engineered wood fiber or use of both.;
- d. Misting zone;
- e. Artificial turf event lawn;
- f. Playground fencing and gate;
- g. Playground entry feature(s);
- h. Coordination with Dominion Energy to obtain/dovetail proposed lighting with their lighting design and transformer locations;
- i. One (1) small and one (1) medium open air pavilion;
- j. Shade sail structure;
- k. Site furnishings, swing trellis, signage and drinking fountain;
- l. Trees, lawns, plantings and site irrigation;
- m. Arbor/trellis at Phase One restrooms a requested by Client and designed by Court Atkins Group.

**§ 1.1.2** The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

«X»

**§ 1.1.3** The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

The Owner's budget for construction costs and scope of work shall be based on the Owner approved conceptual master plan and cost estimates dated 7-15-22.

**§ 1.1.4** The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

Dates to be determined

- .2 Construction commencement date:

Dates to be determined

- .3 Substantial Completion date or dates:

Dates to be determined

- .4 Other milestone dates:

«N/A»

**§ 1.1.5** The Owner intends the following procurement and delivery method for the Project:

*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)*

Competitive bid in a single bid package

**§ 1.1.6** The Owner's anticipated Sustainable Objective for the Project:

*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

N/A

**§ 1.1.6.1** If the Owner identifies a Sustainable Objective, the Owner and Landscape Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Landscape Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

**§ 1.1.7** The Owner identifies the following representative in accordance with Section 5.3:

*(List name, address, and other contact information.)*

Pat Rooney, Primary Point of contact for the Owner  
Manager of Capital Improvements Program  
PO Box 386  
20 Bridge Street  
Bluffton, SC 29910

§ 1.1.8 The persons or entities, in addition to the Owner’s representative, who are required to review the Landscape Architect’s submittals to the Owner are as follows:  
(List name, address, and other contact information.)

Brian Osborne, Kim Jones and Felicia Roth with the Town of Bluffton

§ 1.1.9 The Owner shall retain the following consultants and contractors:  
(List name, legal status, address, and other contact information.)

N/A

§ 1.1.10 The Landscape Architect identifies the following representative in accordance with Section 2.3:  
(List name, address, and other contact information.)

Kyle Theodore  
Principal-in-Charge  
Wood+Partners Inc.  
PO Box 23949  
Hilton Head Island, SC 29925  
[ktheodore@woodandpartners.com](mailto:ktheodore@woodandpartners.com)

§ 1.1.11 The Landscape Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:  
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

- .1 Architecture:  
Court Atkins Group  
P.O. Box 3978  
Bluffton, SC 29910  
Phone: 843-815-2557
- .2 Civil Engineer:  
Thomas & Hutton  
50 Park of Commerce Way  
Savannah, GA 31405  
Phone: 912-234-5300
- .3 Electrical Engineer:  
CDDC, LLC  
15 Lost Hollow Lane  
Bluffton, SC 29910  
Phone:
- .4 Irrigation Designer:  
Clark Irrigation Design & Consulting, Inc.»» »  
P.O. Box 693  
Lavonia, GA 30553  
Phone: 706-356-0309

§ 1.1.11.2 Consultants retained under Supplemental Services:

N/A

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Landscape Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Landscape Architect shall appropriately adjust the Landscape Architect's services, schedule for the Landscape Architect's services, and the Landscape Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

## ARTICLE 2 LANDSCAPE ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Landscape Architect shall provide professional services as set forth in this Agreement. The landscape Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Landscape Architect shall perform its services consistent with the professional skill and care ordinarily provided by Landscape Architects practicing in the same or similar locality under the same or similar circumstances. The Landscape Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Landscape Architect shall identify a representative authorized to act on behalf of the Landscape Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Landscape Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Landscape Architect's professional judgment with respect to this Project.

§ 2.5 The Landscape Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Landscape Architect normally maintains, the Owner shall pay the Landscape Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than one million (\$1,000,000.00) for each occurrence and two million (\$2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Landscape Architect with policy limits of not less than five hundred thousand (\$500,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Landscape Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than one million (\$1,000,000.00) each accident, one million (\$1,000,000.00) each employee, and one million (\$1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million (\$1,000,000.00) per claim and two million (\$2,000,000.00) in the aggregate.

**§ 2.5.7 Additional Insured Obligations.** To the fullest extent permitted by law, the Landscape Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Landscape Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

**§ 2.5.8** The Landscape Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

### **ARTICLE 3 SCOPE OF LANDSCAPE ARCHITECT'S BASIC SERVICES**

**§ 3.1** The Landscape Architect's Basic Services consist of those described in this Article 3 and include usual and customary landscape architectural, architectural, civil, structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

**§ 3.1.1** The Landscape Architect shall manage the Landscape Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

**§ 3.1.2** The Landscape Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Landscape Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Landscape Architect shall provide prompt written notice to the Owner if the Landscape Architect becomes aware of any error, omission, or inconsistency in such services or information.

**§ 3.1.3** As soon as practicable after the date of this Agreement, the Landscape Architect shall submit for the Owner's approval a schedule for the performance of the Landscape Architect's services. The schedule initially shall include anticipated dates for the commencement of professional services as set forth in the Initial Information. With the Owner's approval, the Landscape Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

**§ 3.1.4** The Landscape Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Landscape Architect's written approval.

**§ 3.1.5** The Landscape Architect shall contact governmental authorities required to approve the Construction Documents and coordinate with entities providing utility services to the Project. The Landscape Architect shall respond to applicable design requirements imposed by those authorities and entities.

**§ 3.1.6** The Landscape Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### **§ 3.2 Schematic Design Phase Services**

**§ 3.2.1** The Landscape Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Landscape Architect's services.

**§ 3.2.2** Based on the Owner's approval of the previously prepared conceptual master plan and Owner input regarding the program, the Landscape Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including preliminary playground and site plan development, architectural floor plans and sketch elevations for pavilions and Restroom Trellis, preliminary grading & utilities and conceptual detailing.

**§ 3.2.3** The Landscape Architect shall present the schematic design documents to the Owner, and request the Owner's approval.

### **§ 3.3 Design Development Phase Services**

**§ 3.3.1** Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Landscape Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of

building systems to fix and describe the size and character of the Project as to landscape architectural, architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Landscape Architect shall update the opinion of probable Cost for Design Development Documents prepared in accordance with Section 6.3.

§ 3.3.3 The Landscape Architect shall present the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and associated design fees, and request the Owner's approval.

#### § 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements including the budget for the Cost of the Work and associated design fees, the Landscape Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Landscape Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Landscape Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Landscape Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Landscape Architect shall coordinate with the Owner's procurement department in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Landscape Architect shall then compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms provided by the Owner.

§ 3.4.4 The Landscape Architect shall present the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.4.5 The Landscape Architect shall complete the Construction Documents based on Owner input and submit the final Construction Documents to the Owner for bidding through the Owner's procurement department.

#### § 3.5 Permitting & Submittal Services

§ 3.5.1 The Landscape Architect shall serve as consultant providing support to the Town of Bluffton (TOB) for design permitting and submittal services.

§ 3.5.2 The Landscape Architect shall arrange and attend a Pre-Application Meeting with the TOB Planning Department staff to review permitting / submittals required for the project.

§ 3.5.3 Public Project Review. The Landscape Architect will rely on the Public Project Review prepared / received for the Phase One portion of the project.

§ 3.5.4 The Landscape Architect shall prepare and submit a preliminary and final DRC package illustrating proposed project improvements. The Landscape Architect shall attend preliminary and final DRC meetings to field questions.

§ 3.5.5 The Landscape Architect's Civil Engineer shall coordinate for other permitting submittals including Town of Bluffton Watershed Management reviews and permits and Beaufort Jasper Water & Sewer Authority reviews and permits.

**§ 3.6 Procurement Phase Services**

**§ 3.6.1 General**

The Landscape Architect shall assist the Owner in the bidding/procurement phase. Following the Owner’s approval of the Construction Documents, the Landscape Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and (4) awarding and preparing contracts for construction.

**§ 3.6.2 Limited Bidding Services**

**§ 3.6.2.1** Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

**§ 3.6.2.2** The Landscape Architect (excluding civil engineering) shall provide limited bidding services and assist the Owner in bidding the Project by:

- .1 making documents available to the Owner who will facilitate the distribution of Bidding Documents to prospective bidders;
- .2 attending the pre-bid conference for prospective bidders conducted and organized by the Owner;
- .3 assisting the Owner with preparation of responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the Owner for their issuance to prospective bidders in the form of addenda; and,
- .4 attending the opening of the bids, and subsequently documenting and distributing the bidding results, as organized and conducted by the Owner.

**§ 3.6.2.3** If the Bidding Documents permit substitutions, upon the Owner’s written authorization, the Landscape Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

**§ 3.7 Construction Phase Services**

**§ 3.7.1 General**

**§ 3.7.1.1** Construction Phase Services are not included in this agreement. These services will be provided as additional services. When and if these services are requested by the Owner, the Landscape Architect will negotiate these services. Construction Phase Services are an integral part of the design services for this project and should be included to complete the services provided. Construction Phase Services typically include regular on-site visits, review of payment applications, processing change orders, review and response to requests for information (RFI’s), submittal reviews, substantial completion and final acceptance reviews and field reports.

**ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**

**§ 4.1 Supplemental Services**

**§ 4.1.1** The services listed below are not included in Basic Services but may be required for the Project. The Landscape Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Landscape Architect’s responsibility, and the Owner shall compensate the Landscape Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Landscape Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project. *(Designate the Landscape Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Landscape Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

<b>Supplemental Services</b>	<b>Responsibility</b> <i>(Landscape Architect, Owner, or not included)</i>
<b>§ 4.1.1.1</b> Programming	NIC
<b>§ 4.1.1.2</b> Multiple preliminary designs beyond those defined in Section 3.2.3. of Schematic Design Phase	NIC
<b>§ 4.1.1.3</b> Measured drawings	NIC
<b>§ 4.1.1.5</b> Site evaluation and planning	Provided in Pre Design by LA
<b>§ 4.1.1.6</b> Building Information Model management responsibilities	NIC



<b>Supplemental Services</b>	<b>Responsibility</b> <i>(Landscape Architect, Owner, or not included)</i>
§ 4.1.1.7 Development of Building Information Models for post construction use	NIC
§ 4.1.1.10 Architectural interior design	NIC
§ 4.1.1.11 Value analysis	NIC
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3Article 3	NIC
§ 4.1.1.13 On-site project representation	NIC
§ 4.1.1.14 Conformed documents for construction	NIC
§ 4.1.1.15 As-designed record drawings	NIC
§ 4.1.1.16 As-constructed record drawings	NIC
§ 4.1.1.17 Post-occupancy evaluation	NIC
§ 4.1.1.18 Facility support services	NIC
§ 4.1.1.19 Tenant-related services	NIC
§ 4.1.1.20 Landscape Architect's coordination of / and or response to any the Owner's consultants or non-governmental reviews	NIC
§ 4.1.1.21 Telecommunications/data design	NIC
§ 4.1.1.22 Security evaluation and planning	NIC
§ 4.1.1.23 Commissioning	NIC
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	NIC
§ 4.1.1.25 Fast-track design services	NIC
§ 4.1.1.26 Multiple bid packages	NIC
§ 4.1.1.27 Historic preservation	NIC
§ 4.1.1.28 Furniture, furnishings, and equipment design	NIC
§ 4.1.1.29 Other services provided by specialty Consultants	NIC
§ 4.1.1.30 Other Supplemental Services	NIC
§ 4.1.1.31 Detailed Traffic Study	NIC

**§ 4.1.2 Description of Supplemental Services**

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Landscape Architect's responsibility is provided below.

*(Describe in detail the Landscape Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Landscape Architect's Services documents that can be included as an exhibit to describe the Landscape Architect's Supplemental Services.)*

See table 4.1.1 above

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

N/A

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Landscape Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Landscape Architect as provided in Section 11.2.

## § 4.2 Landscape Architect's Additional Services

The Landscape Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Landscape Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Landscape Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Landscape Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Landscape Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Landscape Architect shall not proceed to provide the following Additional Services until the Landscape Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Landscape Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction;
- .11 Assistance to the Initial Decision Maker, if other than the Landscape Architect;
- .12 Construction Phase Services.

§ 4.2.2 To avoid delay in the Construction Phase, the Landscape Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Landscape Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Landscape Architect of the Owner's determination. The Owner shall compensate the Landscape Architect for the services provided prior to the Landscape Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Landscape Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 If Requested, the Landscape Architect shall provide Construction Phase Services as Additional Services. If stated and agreed to, when the limits below are reached, the Landscape Architect shall notify the Owner:

- .1 «NIC» (« ») reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 «NIC» (« ») visits to the site by the Landscape Architect during construction

3. «NIC» ( « » ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
4. «NIC» ( « » ) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Landscape Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within «thirty-six» («36») months of the date of this Agreement, through no fault of the Landscape Architect, extension of the Landscape Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Landscape Architect. The Owner and the Landscape Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Landscape Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Landscape Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Landscape Architect. Upon the Landscape Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Landscape Architect in this Agreement, or authorize the Landscape Architect to furnish them as an Additional Service, when the Landscape Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Landscape Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Landscape Architect's Instruments of Service.

§ 5.12 The Owner shall include the Landscape Architect in all communications with the Contractor that relate to or affect the Landscape Architect's services or professional responsibilities. The Owner shall promptly notify the Landscape Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Landscape Architect's consultants shall be through the Landscape Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Landscape Architect's duties and responsibilities set forth in the Contract for Construction with the Landscape Architect's services set forth in this Agreement. The Owner shall provide the Landscape Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Landscape Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Landscape Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Landscape Architect, the Owner shall furnish the requested information as necessary and relevant for the Landscape Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Landscape Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Landscape Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Landscape Architect, represent the Landscape Architect's judgment as a design professional. It is recognized, however, that neither the Landscape Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Landscape Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Landscape Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Landscape Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Landscape Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Landscape Architect shall provide such an estimate, if identified as the Landscape Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Landscape Architect, the Procurement Phase has not commenced within 90 days after the Landscape Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Landscape Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Landscape Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Landscape Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Landscape Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Landscape Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Landscape Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Landscape Architect could not reasonably anticipate, the Owner shall compensate the Landscape Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Landscape Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Landscape Architect's modification of the Construction Documents shall be the limit of the Landscape Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Landscape Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Landscape Architect and the Landscape Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Landscape Architect and the Landscape Architect's consultants.

§ 7.3 The Landscape Architect grants to the Owner a nonexclusive license to use the Landscape Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Landscape Architect shall obtain similar nonexclusive licenses from the Landscape Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Landscape Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Landscape Architect and Landscape Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Landscape Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Landscape Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Landscape Architect and the Landscape Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Landscape Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Landscape Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Landscape Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Landscape Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Landscape Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### § 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Landscape Architect's services, the Landscape Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Landscape Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

[  ] Arbitration pursuant to Section 8.3 of this Agreement

[  ] Litigation in a court of competent jurisdiction

[  ] Other: *(Specify)*

If the Owner and Landscape Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

### § 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### § 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Landscape Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Landscape Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

## ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Landscape Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Landscape Architect's option, cause for suspension of performance of services under this Agreement. If the Landscape Architect elects to suspend services, the Landscape Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Landscape Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner

shall pay the Landscape Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Landscape Architect's services. The Landscape Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Landscape Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Landscape Architect shall be compensated for expenses incurred in the interruption and resumption of the Landscape Architect's services. The Landscape Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Landscape Architect, the Landscape Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Landscape Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Landscape Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Landscape Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Landscape Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Landscape Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Landscape Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

Costs incurred up to the date of termination

.2 Licensing Fee if the Owner intends to continue using the Landscape Architect's Instruments of Service:

«N/A»

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Landscape Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Landscape Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Landscape Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing



financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Landscape Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Landscape Architect to execute certificates, the proposed language of such certificates shall be submitted to the Landscape Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Landscape Architect to execute consents reasonably required to facilitate assignment to a lender, the Landscape Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Landscape Architect for review at least 14 days prior to execution. The Landscape Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Landscape Architect.

§ 10.6 Unless otherwise required in this Agreement, the Landscape Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Landscape Architect shall have the right to include photographic or artistic representations of the design of the Project among the Landscape Architect's promotional and professional materials. The Landscape Architect shall be given reasonable access to the completed Project to make such representations. However, the Landscape Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Landscape Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Landscape Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Landscape Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

## ARTICLE 11 COMPENSATION

§ 11.1 For the Landscape Architect's Basic Services described under Article 3, the Owner shall compensate the Landscape Architect the following lump sum amounts, plus reimbursable project expenses:

.1	Schematic Design Services .....	\$21,000.00
.2	Design Development and Construction Document Phase Services .....	\$89,450.00
.3	Basic Permitting and Submittal Phase Services .....	\$32,300.00
.4	<u>Limited Bidding Phase Services .....</u>	<u>\$6,650.00</u>
	Total Lump Sum Amount.....	\$149,400.00
.5	Estimated Reimbursable Expenses.....	\$15,000.00

§ 11.2 For the Landscape Architect’s Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Landscape Architect as follows:  
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

«To be determined if requested and/or required »

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Landscape Architect as follows:  
*(Insert amount of, or basis for, compensation.)*

«To be determined based on an hourly basis or negotiated»

§ 11.4 Compensation for Supplemental and Additional Services of the Landscape Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Landscape Architect plus « » percent ( « »%), or as follows:  
*(Insert amount of, or basis for computing, Landscape Architect’s consultants’ compensation for Supplemental or Additional Services.)*

«To be determined if required»

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows: NA

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Landscape Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Landscape Architect and the Landscape Architect’s consultants are set forth below. The rates shall be adjusted in accordance with the Landscape Architect’s and Landscape Architect’s consultants’ normal review practices.  
*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Employee or Category	Rate (\$0.00)
Partner/President	\$200.00
Sr. Principal	\$165.00
Principal	\$155.00
Sr. Project Manager	\$140.00
Project Manager	\$120.00
Landscape Architect/Sr. Planner	\$105.00
Landscape Architect/Planner	\$100.00
Project Planner	\$95.00
Administrative/Controller	\$85.00
Administrative/Marketing Coordinator	\$85.00

**§ 11.8 Compensation for Reimbursable Expenses**

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Landscape Architect and the Landscape Architect’s consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;

- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Landscape Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Landscape Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Landscape Architect and the Landscape Architect's consultants plus «zero» percent ( «0» %) of the expenses incurred.

§ 11.9 **Landscape Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Landscape Architect normally maintains, the Owner shall pay the Landscape Architect for the additional costs incurred by the Landscape Architect for the additional coverages as set forth below:  
*(Insert the additional coverages the Landscape Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Landscape Architect.)*

« »

## § 11.10 Payments to the Landscape Architect

### § 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of «zero» (\$ «0» ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Landscape Architect of « To be determined if requested and/or required » shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Landscape Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

### § 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Landscape Architect's invoice. Amounts unpaid « thirty » ( «30» ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Landscape Architect.  
*(Insert rate of monthly or annual interest agreed upon.)*

«one and one half» % «1 1/2» per month

§ 11.10.2.2 The Owner shall not withhold amounts from the Landscape Architect's compensation to impose a penalty or liquidated damages on the Landscape Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Landscape Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:  
(Include other terms and conditions applicable to this Agreement.)

« »

**ARTICLE 13 SCOPE OF THE AGREEMENT**

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Landscape Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Landscape Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Landscape Architect
- .2 NA
- .3 Exhibits:  
[ «NA» ]Other Exhibits incorporated into this Agreement:  
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)
- .4 Other documents:  
(List other documents, if any, forming part of the Agreement.)  
« NA »

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** (Signature)

«Town of Bluffton»

(Printed name and title)

\_\_\_\_\_  
**LANDSCAPE ARCHITECT** (Signature)

«Kyle H. Theodore» «Principle»  
Wood+Partners Inc.

(Printed name, title, and license number, if required)



**WOOD+PARTNERS**

LANDSCAPE ARCHITECTURE  
LAND PLANNING

August 11, 2022

Mr. Pat Rooney  
C/O Town of Bluffton Finance  
P.O. Box 386  
Bluffton, SC 29910

**Re: Proposal for Design & Permitting Services for Playground Area - New Riverside Barn Park, Bluffton, SC**

**Via Email:** [Prooney@TownofBluffton.com](mailto:Prooney@TownofBluffton.com)

**Dear Pat,**

We have prepared the following proposal for Schematic Design, Design Development, preparation of Construction Documents and Bidding and/or Negotiation support services for the Playground Area within New Riverside Barn Park in Bluffton, SC. This proposal outlines the Scope of Services and Compensation, as well as Client's responsibilities. The Agreement Terms and Conditions/Hourly Rates listed below apply to this agreement. It is our understanding that the Client is the Town of Bluffton, SC (Client). Wood+Partners (WP) is the consultant to provide services as outlined below.

This project will require the services of a civil engineer, architect (including structural and electrical engineer), site electrical engineer and irrigation design consultant which are included in this proposal. WP will lead and coordinate the design team as necessary including coordination with the Client to obtain necessary reviews and permits for the design plans.

**A. General:**

1. The general scope of work for this contract includes schematic design services, design development/construction document preparation and limited bidding services. Also included is support in obtaining Town of Bluffton permitting approvals for the project.
2. WP's will provide one (1) statement of probable cost at the conclusion of the design development phase (50% complete) to assist the Client in determining the final scope for construction documents to be issued for bidding.
3. Playground design elements included in these services will generally include the following scope items:
  - a. Sidewalks and specialty paving improvement areas;
  - b. 2-5 and 5-12 iconic playground structures and other supporting playground features defined in the conceptual master plan (7.15.22);
  - c. Playground safety surfacing -locations and surface pattern (may be poured in place, bound engineered wood fiber or use of both;
  - d. Misting zone;
  - e. Artificial turf event lawn;
  - f. Playground fencing and gate;
  - g. Playground entry feature(s);
  - h. Coordination with Dominion Energy to obtain/dovetail our lighting with their lighting design and transformer locations;
  - i. One (1) small and one (1) medium open air pavilion;



- j. Shade sail structure;
  - k. Site furnishings, swing trellis; signage and drinking fountain;
  - l. Trees, lawns, plantings and site irrigation;
  - m. **Arbor/trellis at Phase One restrooms as requested by Client and provided by Court Atkins Group.**
4. This proposal includes architecture by Court Atkins Group, civil engineering by Thomas & Hutton Engineering, structural engineering by Cranston Engineering, site & building electrical engineering by CDDC and irrigation design by Clark Irrigation Design.

**B. Schematic Design Services:**

1. Based on the Client approved New Riverside Barn Park Playground Conceptual Plan dated July 15, 2022; Client review comments and a refined Playground Master Plan Budget Estimate, WP will begin preparation of related schematic design documents.
2. Collect supporting documents (i.e. final Dominion Energy Phase One lighting plans, site plan to locate arbor/trellis at restrooms, etc.) & prepare CAD base for distribution to team for their use.
3. Coordinate with project design team to prepare schematic design documents to include architectural floor plans and sketch elevations for pavilions and Restroom Trellis, preliminary grading & utilities, preliminary playground and fencing, etc.
4. Attend a meeting with the Client to review schematic design documents (one meeting in Bluffton).

**C. Design Development & Construction Document Services:**

1. Based on the Client approved schematic design documents and review comments, begin preparation of related design development and construction documents.
2. Prepare updated architectural plans, building footprints and elevations in AutoCAD for the Pavilion/shade structures and trellis.
3. Prepare design development and construction documents setting forth in detail the requirements of construction for scope elements described above to include:
  - a. Hardscape – for the program scope items outlined above.
  - b. Layout – for the program scope items outlined above.
  - c. Construction Details – for necessary items outlined in scope.
  - d. Clearing & Grubbing for the playground area.
  - e. Grading, Drainage & Utility Plans—for items covered under this portion of the work
  - f. Lighting plans referencing fixture & transformer selections and locations provided by Dominion Energy for perimeter walk and beyond. Selection and placement of new accent lighting at playground entry(s); power for use in playground pavilions; power for misting zone; and general security lighting within the playground area will be provided. It is assumed that the playground area will be secured after dark and will only be security lighted, accordingly.
  - g. Layout & keying plans indicating fencing, signage, mounding, surfaces (including safety surfacing), playground equipment, entry features, site furnishings placement, etc.
  - h. Landscape planting plans for trees, lawns, and plantings including common name, Latin name, container size, plant schedule (caliper and height, if a tree), and planting requirements.
  - i. Prepare irrigation plans with irrigation layout, drip areas, size/type of spray-heads, location and type of irrigation control panel(s), and other typically required equipment or devices needed to operate a zoned irrigation system. Water source is to be a well(s), designed under separate (Phase One) contract.



4. At 50% complete, conduct Client review of progress documents to include updated statement of probable cost.
5. Based on Client review comments, revise and finalize construction documents suitable for bidding. Plans will be provided to the Client for their use in public bidding.
6. Provide specifications for inclusion in bidding package. Some disciplines may utilize drawings to convey critical specifications to bidders.
7. Submit final construction documents to Client for review and use in bidding and/or negotiations with contractors.

**D. Permitting and Submittal Services:**

1. WP will serve as lead consultant providing support to the Town of Bluffton (TOB) for permitting and submittal services outlined below.
  - a. Pre-Application Meeting- WP will meet with TOB Planning Department Staff to provide project background and review permitting/submittals required for this project.
  - b. Public Project Review – WP will rely on the Public Project Review prepared/received for the Phase One portion of the project. Fees for a separate Public Project Review have not been included in this proposal.
  - c. Corridor Review- WP will submit necessary documents; and represent the project for Corridor Review by the Planning Commission, as required.
  - d. Preliminary & Final Development Review Committee (DRC) – WP will prepare and submit, per TOB requirements, a preliminary and final DRC package illustrating proposed project improvements. Architectural, landscape architectural, civil and site electrical elements will be provided for use in this application. WP will attend meetings and field questions during the TRC meetings.
  - e. Town of Bluffton Watershed Management – T& H will submit and represent stormwater management elements of this project to obtain required stormwater permit and approvals from the Town of Bluffton.
  - f. T& H will submit and coordinate with Beaufort Jasper Water & Sewer Authority for additional capacity fees as well as water and sewer approvals.
  - g. Includes document preparation to submit for contractor's building permit and any necessary amendments following their review.

**E. Limited Bidding Services:**

1. Assist Client during bidding phase by responding to bidder's questions, providing clarifications on the documents and providing addenda information as necessary, for issuance to bidders by Town. (Excludes civil engineering)

**F. Subsequent and/or Additional Services:**

The following subsequent services may be requested and, if so, shall be considered additional services:

1. Construction Phase Services including responding to RFIs, providing clarifications, reviewing submittal documents or reviewing/providing input on contractor pay applications;
2. Providing services to investigate, survey or prepare permits for environmental conditions such as wetlands, endangered species, archeology or hazardous waste, etc.;
3. Providing project inspections or monitoring (such as NPDES) during the course of construction;
4. Providing 3-dimensional images or additional color illustrations;
5. Providing services other than those listed above;



6. Providing land-surveying services or platting services;
7. Providing services to investigate soils or geotechnical conditions;
8. Attending more meetings or providing other services than listed above.

**G. Agreement Terms and Conditions / Hourly Rates**

Wood+Partners (WP) shall provide planning and landscape architectural services and shall serve as the Consultant listed herein, based on the attached proposal, under the terms and conditions outlined below.

1. For services provided on a time and material / hourly basis, compensation shall be at the following hourly rates (effective February 18, 2020):

Partner/President .....	\$200.00
Sr. Principal.....	\$165.00
Principal .....	\$155.00
Senior Project Manager.....	\$140.00
Project Manager.....	\$120.00
Landscape Architect/Sr. Planner .....	\$105.00
Landscape Architect/Planner .....	\$100.00
Project Planner.....	\$ 95.00
Administrative/Controller.....	\$ 85.00
Administrative/Marketing Coordinator .....	\$ 85.00

2. The standard of care for all professional services performed or furnished by the Consultant under this Agreement will be the skill and care used by members of the Consultant’s profession practicing under similar circumstances at the same time and in the same locality. The Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with the Consultant services.
3. All project related reimbursable expenses (i.e., reproduction, copies, plots, postage, delivery, fax, long distance telephone, renderings, accommodations, meals, travel, etc.) in connection with this project will be billed to the Client at 1.15 times their cost. Auto mileage will be billed at the rate allowed by the IRS.
4. Upon execution of this agreement Client shall identify persons whom are responsible for approval and processing of the Consultant’s invoices and identify timing of such approvals and processing.
5. Upon request, updates on time incurred and general account status may be obtained monthly at Client's expense.
6. Invoices are due upon receipt and payment shall be considered overdue after thirty (30) days from date of invoice and 1.5% per month is automatically added to the principal balance then remaining.
7. If Client for any reason fails to pay the Consultant’s invoices within 30 days of date of invoice, the Consultant has the right to cease work on the project and Client shall waive any claim against the Consultant for cessation of services. The Consultant shall retain all work products until outstanding payment in full is received.
8. In the event any invoice has not been paid in 60 days, the Consultant shall seek appropriate alternative actions to secure payment due.
9. Any dispute arising from or out of this Agreement shall be resolved in a Federal or State Court of competent jurisdiction and venue in Hilton Head Island, South Carolina. Unless otherwise provided, this Agreement shall be governed by the law of South Carolina. The Consultant shall be reimbursed all cost incurred in collecting overdue accounts under this agreement including legal and/or attorneys’ fees.





10. Additional Consultant costs including but not limited to Architectural, Structural, Civil, Mechanical and Electrical Engineering, Surveying, Soils and Environmental Services will be billed at a rate of 1.25 times the amount billed to the Consultant, or as negotiated at time service provided.
11. The Consultant shall not be responsible for means, methods, techniques, sequences, procedures or safety of construction selected by the construction contractor or subcontractors.
12. A 15% re-start fee will be added to the contract if the project is put on hold or delayed for any reason for 4 months or longer. The fee will be assessed following notification to begin work again.
13. The Client will provide complete and accurate information and participate in reviews, minimizing time and expense for the Consultant and the Client. Client will designate person(s) to whom the Consultant is responsible and Client will remunerate in a timely manner. When the Client authorizes designated person(s) to act for it, the Client agrees to be bound to the actions taken or requested by that person. If Client is a corporation, the designated individuals shall be jointly and severally obligated to comply with the terms herein.
14. Limitation of Liability: To the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and its officers, directors, partners, employees, agents, and subconsultants, to Client, and anyone claiming through or under Client, for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way relating to this Project or Contract, from any cause or causes, including but not limited to tort (including negligence and professional errors and omissions), strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by Consultant or \$50,000, whichever is greater.
15. Mutual Waiver of Consequential Damages: Consultant and Client waive all consequential or special damages, including, but not limited to, loss of use, profits, revenue, business opportunity, or production, for claims, disputes, or other matters arising out of or relating to the Contract or the services provided by Consultant, regardless of whether such claim or dispute is based upon breach of contract, willful misconduct or negligent act or omission of either of them or their employees, agents, subconsultants, or other legal theory, even if the affected party has knowledge of the possibility of such damages. This mutual waiver shall survive termination or completion of this Contract.
16. Indemnification: To the fullest extent permitted by law, Client and Consultant each agree to indemnify the other party and the other party's officers, directors, partners, and employees from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, or subconsultants in the performance of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.
17. The terms of this agreement are not contingent on financing, sales or other performance based criteria.
18. Client may terminate this Agreement with seven days prior written notice to Consultant for convenience or cause. Consultant may terminate this Agreement for cause with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Consultant has been paid in full all amounts due for services, expenses and other related charges.
19. All reports, notes, drawings, specifications, data, calculations, and other documents, including those in electronic form, prepared by the Consultant are instruments of the Consultant's service



(“Instruments of Service”) that shall remain the Consultant’s property. The Client agrees not to use Consultant-generated documents for projects other than the project for which the documents were prepared by Consultant.

20. Any reuse or distribution to third parties of Instruments of Service will be at the Client’s sole risk and without liability to the Consultant or its employees, subsidiaries, independent professional associates, subconsultants, and subcontractors. Client shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless the Consultant from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from use, reuse, transfer or modification of Consultant’s drawings and specifications, except on projects where the Consultant has been retained to provide services.
21. The Owner acknowledges and agrees that the documents and data to be provided by the Consultant under the Agreement may contain certain design details, features and concepts from the Consultant’s own practice detail library, which collectively may form portions of the design for the Project, but which separately, are, and shall remain, the sole and exclusive property of the Consultant. Nothing herein shall be construed as a limitation on the Consultant’s right to re-use such component design details, features and concepts on other projects, in other contexts or for other Clients.
22. These agreement terms and conditions and hourly rates are subject to change 6 months from the date of the contract.
23. All application/permitting & submittal fees associated with this project are considered reimbursable expenses and have not been included in professional services compensation.

**H. Compensation:**

WP proposes to provide the basic professional services outlined above for the fees outlined below, plus reimbursable expenses under the terms of the attached Agreement Terms and Conditions and Hourly Rates. Consultant fees listed do not include markup:

1. Compensation for basic schematic design will be on a lump sum basis as follows, plus reimbursable expenses:
 

a. Court Atkins Schematic Design Services.....	\$ 5,000.00
a. Thomas & Hutton Schematic Design Services.....	\$ 5,000.00
b. Wood+Partners Schematic Design Services .....	<u>\$11,000.00</u>
Total Schematic Design Phase Services .....	\$21,000.00
  
2. Compensation for design development through construction document services will be on a lump basis as follows, plus reimbursable expenses:
 

a. Court Atkins (architecture, includes restroom trellis, structural engineering, electrical engineering) .....	\$26,850.00
b. Thomas & Hutton (Civil engineering) .....	\$15,000.00
c. CDDC (Site electrical engineering).....	\$ 9,100.00
d. Wood+Partners (Playground, landscape architecture, irrigation) .....	<u>\$ 38,500.00</u>
Total Design Development through Construction Document Services.....	\$ 89,450.00
  
3. Compensation for basic permitting and submittal services will be on a lump sum basis as follows, plus reimbursable expenses:
 

a. Court Atkins.....	\$ 3,500.00
b. Thomas & Hutton.....	\$20,000.00
c. Wood+Partners .....	<u>\$ 8,800.00</u>
Total Permitting & Submittal Services .....	\$32,300.00



- 4. Compensation for limited bidding services will be as follows, plus reimbursable expenses:
  - a. Court Atkins..... \$ 500.00
  - b. Thomas & Hutton..... \$ 1,200.00
  - c. Wood+Partners (includes irrigation)..... \$ 4,950.00
  - Total Limited Bidding Services ..... \$ 6,650.00
  
- 5. Reimbursable expenses are estimated to be as follows:
  - a. Reimbursable Expenses (Estimated) .....\$15,000.00

Compensation for Construction Phase Services, Subsequent services and/or Additional services will be provided on an hourly basis or negotiated as scope amendments to this agreement under the Agreement Terms and Conditions/Hourly Rates Provisions.

Thank you for the opportunity to work with you on this project. Please let me know if you have any questions about the services outlined above. As a sign of acceptance, please sign and return this proposal to WP.

Wood+Partners

Mark L. Baker

Cc: Kyle Theodore, ASLA  
Trey Griffin, ASLA

**Accepted By: Town of Bluffton, South Carolina**

\_\_\_\_\_ L.S.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_