

August 09, 2022

Mr. Dylan Mulfinger  
City of Oelwein  
20 2<sup>nd</sup> Avenue SW  
Oelwein, IA 50662  
dmulfinger@cityofuelwein.org

**RE: Oelwein Plaza Park Renovation – Phase 2  
Professional Services Agreement**

Dear Dylan:

We are pleased to submit this Professional Services Agreement for Landscape Architectural Services as provided herein between City of Oelwein (*Client*) and Confluence (*Landscape Architect*). Please return one copy of the executed agreement to Confluence. We are looking forward to carrying this project forward to completion.

**Oelwein Plaza Park Renovation – Phase 2**

The Phase 2 project includes schematic design through final design and construction for the park improvements proposed in Phase 1 as well as coordination with local and state agencies approving and funding the project.

**Article 1: Landscape Architectural Services**

- 1.1 Scope of Services. The Scope of Landscape Architectural Services to be provided under this agreement are detailed in “Exhibit B”.
- 1.2 Supplemental Services. Supplemental Services are detailed in “Exhibit B” – Supplemental Services are beyond the basic Scope of Services, and when requested in writing by the Client, shall entitle the Landscape Architect to additional compensation (either on the hourly basis stated in “Exhibit C” or the basis of a negotiated sum) beyond the Compensation stated in Article 4 Landscape Architect Compensation.
- 1.3 Standard of Care. The Landscape Architectural Services shall be performed with care and diligence in accordance with the professional standards applicable at the time and in the location of the Project and appropriate for a project of the nature and scope of this Project.
- 1.4 Coordination. The Landscape Architect shall coordinate the Services of its consultants and shall cooperate with the Client’s representatives and separate consultants in the best interest of the Project.

- 1.5 Representations. The Landscape Architect represents that it and its consultants have and shall maintain through the performance of the Landscape Architectural Services under this agreement the requisite licenses, registrations, and/or certifications required for the performance of these Services in the jurisdiction in which the Project is located.
- 1.6 Approval of Services/Changes to Approved Services. The Landscape Architect shall proceed with a phase or design package of the Landscape Architecture Services only after receiving the Client's approval of the Services and deliverables provided in the previous phase and authorization to proceed into the next phase. Revisions to drawings or other documents shall constitute Supplemental Services made necessary because of Client-requested changes to previously approved drawings or other documents, or because of Client changes to previous Project budget parameters or Project requirements.
- 1.7 Opinions of Probable Construction Costs. Opinions of probable construction costs provided by the Landscape Architect are based on the Landscape Architects 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 that the actual construction costs will be within the Project budget parameters at the time construction bids are solicited or construction contracts negotiated. Unless expressly agreed to in writing and signed by the parties, no fixed limit of construction costs is established as a condition of this Agreement by the furnishing of opinions of probable construction costs.
- 1.8 Certifications. The Client shall not request certifications which would require legal opinions or knowledge or serviced beyond the scope of the Agreement. All such certifications shall be limited to professional opinions rendered in accordance with generally accepted standards of professional practice.
- 1.9 Construction Safety. The presence of the Landscape Architect, its employee's, or consultants at the Project site shall not be deemed an assumption by the Landscape Architect of any obligations, duties, or responsibilities for safety, including but not limited to construction means, methods, sequences techniques, or procedures necessary for performing, superintending, or coordinating the work of the Project in accordance with the Construction Documents or regulatory health or safety requirements, if any. The Landscape Architect, its employees, and consultants have no authority to exercise any control over any construction contractor, its employees, or subcontractors in connection with their work or health and safety programs and procedures.

## **Article 2: Client's Responsibilities**

- 2.1 Program. The Client has provided a Project description and budget parameters during Phase One of the project.
- 2.2 Information
- 2.2.1 The Client shall provide site surveys and legal information, including as applicable: written legal description of site, a land survey by a professional land surveyor who is licensed or registered under the law of the jurisdiction in which the property is

located, rights-of-way, easements, encroachments, zoning, covenants, and deed or other restrictions, if any.

- 2.2.2 The Client shall provide for the Landscape Architect's right to enter from time to time, property owned by the Client or others so the Landscape Architect may perform the Landscape Architectural Services.
- 2.2.3 The Client shall be responsible for all legal, accounting, and insurance Services the Client may require or deem necessary in the interest of the Project.
- 2.3 Independent Testing. The Client shall provide independent testing Services when deemed necessary to determine site conditions such as soil and subsoil conditions, water, pollution, and hazardous waste presence and characteristics.
- 2.4 Reliance. The Landscape Architect shall be entitled to rely on the accuracy and completeness of the information, test results, and work provided by the Client and the Client's consultants. The Landscape Architect shall not be responsible for calculations, specifications, or designs based on erroneous, inaccurate, or incomplete information provided by the Client, provided that the Landscape Architect has acted in accordance with the standard of care described in section 1.1 above.
- 2.5 Client's Representative. The Client shall designate a representative with authority to act on the Client's behalf with regard to the Project. If for any reason the Client's designated representative is replaced during the progress of the Project, the Landscape Architect shall be notified of the change in a timely manner.
- 2.6 Approvals. 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. Comments from the Client's Representative shall be a consolidation of all comments of interested user groups or entities to provide clear direction of the Landscape Architect and to avoid delays.
- 2.7 Notice of Nonconformance. If the Client observes or becomes aware of any errors or omissions or inconsistencies in any documents provided by the Landscape Architect or any fault or defect in the Project, the Client shall promptly give written notice thereof to the Landscape Architect.
- 2.8 Project Permit and Review Fees. The Client shall pay all fees required to secure jurisdictional approvals for the Project.

### **Article 3: Ownership of Documents**

- 3.1 The Landscape Architect shall be deemed the author and owner of all deliverables provided to the Client, including but not limited to plans, drawings, specifications, Construction Documents, displays, graphic art, photographs, and other images and devices in any medium, including electronic data or files, which are developed, created, or derived pursuant to this Agreement by the Landscape Architect (collectively, the "Design Materials").

- 3.2 Subject to payment by the Client of all Compensation and Reimbursable Expenses owed to the Landscape Architect, the Landscape Architect grants to the Client an irrevocable, non-exclusive license to reproduce the Design Materials solely for the construction of the Project and for information and reference with respect to the use of the Project. Termination of the Agreement prior to the completion of the Project shall terminate this license; all Design Materials and copies thereof in the Client's possession or control shall be returned to the Landscape Architect within 21 days of the notice of termination.
- 3.3 The Client, to the fullest extent permitted by law, shall indemnify and hold harmless the Landscape Architect for costs, including legal fees and defense costs, liability of loss, which result from unauthorized modification of the Design Materials, if any, or the use of Design Materials for any purpose other than the Project.
- 3.4 In the event this Agreement is terminated prior to the completion of the Project, the Landscape Architect shall have no liability to the Client or anyone claiming through the Client for any claims, liabilities, or damages resulting from the use, misuse, or modification of the Design Materials without the Landscape Architect's approval, and the Client agrees to indemnify and defend the Landscape Architect against all such claims.

#### **Article 4: Landscape Architect Compensation**

- 4.1 Compensation for the Scope of Services described in Part 1 through Part 5 of "Exhibit B" under this agreement shall be a Lump Sum fee of \$62,000 plus Reimbursable Expenses as defined below. Supplemental Services described in Part 6 of "Exhibit B", when requested in writing by the Client, shall be compensated on an hourly basis at the rates provided in "Exhibit C" or on the basis of a negotiated fee provided in an amendment to this Agreement.
- 4.2 Reimbursable Expenses are expenditures as made by the Landscape Architect, its employees, and consultants in the interest of the Project plus an administrative fee of 15%. Reimbursable Expenses include but are not limited to the following:
- 4.2.1 travel expenses in connection with the Project, living expenses in connection with out-of-town travel, long distance communications.
  - 4.2.2 costs of reproductions, faxes, postage and handling of documents messenger and overnight delivery services;
  - 4.2.3 costs of renderings photographs, models, and mock-ups requested by the Client;
  - 4.2.4 expense of professional liability insurance dedicated exclusively to the Project, or additional insurance coverage of limits requested by the Client in excess of that normally carried by the Landscape Architect and its consultants;
  - 4.2.5 costs of printing and delivering bid packages;
  - 4.2.6 services of professional consultants which cannot be quantified at the time of contracting; and
  - 4.2.7 other, similar direct Project-related expenditures.

#### 4.3 Payments

- 4.3.1 Monthly payments to the Landscape Architect shall be based on (1) the percentage of Scope of Services completed in accordance with the Schedule of Services provided in "Exhibit D" herein and shall include payments for (2) Supplemental Services performed, and (3) Reimbursable Expenses incurred.
- 4.3.2 If the Client disputes, in good faith, all or any portion of any statement from the Landscape Architect for Landscape Architectural Services or Reimbursable Expenses, the Client shall notify the Landscape Architect in writing within seven (7) days of receipt of the disputed statement, describing the nature of the dispute and including a reasonable detailed explanation of the reason for the dispute.
- 4.3.3 Payments are due and payable 45 days from the date of the Landscape Architect's invoice. Invoiced amounts unpaid 60 days after the invoice date shall be determined overdue and shall accrue 1.5% simple interest per month. In the event any portion or all of an account remains unpaid 120 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees. Pursuant to section 7.2, herein, at the Landscape Architect's option, overdue payments may be grounds for termination or suspension of Services.

- 4.4 Extended Services. If through no fault of the Landscape Architect, the Scope of Services described in section 1.4 of "Exhibit B" have not been completed within the term indicated in the Schedule of Services provided in "Exhibit D", the compensation for Services rendered after that time shall be renegotiated or shall be the basis of the hourly rates provided in "Exhibit C".

### **Article 5: Insurance, Indemnification, Consequential Damages & Limitation of Liability**

- 5.1 Insurance. The Landscape Architect shall secure and maintain insurance coverages indicated as follows:

<u>Coverage:</u>	<u>Liability Limits:</u>
Professional Liability:	\$2,000,000 per claim/\$4,000,000 aggregate
Commercial General Liability:	\$1,000,000 per claim/\$2,000,000 aggregate
Comprehensive Automobile Liability:	\$1,000,000 combined single limit
Umbrella Liability:	\$3,000,000 each occurrence/\$3,000,000 aggregate
Drone Aviation Liability:	\$1,000,000 per claim
Workers Compensation:	\$2,000,000 per claim/\$2,000,000 policy limit

#### 5.2 Indemnification

- 5.2.1 Client and Landscape Architect each agree to indemnify and hold harmless the other, and their respective officers, employees, and representatives, from and against liability for losses, damages, and expenses, including reasonable attorney's fees, to the extent such losses, damages or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event losses, damages or expenses are caused by the joint or concurrent negligence of the Client and Landscape Architect, they shall be borne by each party in proportion to its negligence.
- 5.2.2 Since it would be unfair for the Landscape Architect to be exposed to liability for its failure to perform a service that the Client has either refused to authorize or has

instructed the Landscape Architect not to perform, the Client hereby waives all claims against the Landscape Architect and agrees to defend, indemnify and hold the Landscape Architect harmless from claims or liability for injury or loss allegedly arising from the Landscape Architect's failure to perform a service that the Client has either refused to authorize or has instructed the Landscape Architect not to perform.

- 5.3 Consequential Damages. The Landscape Architect and the Client waive consequential damages for claims, disputes, or other matters in question which arise of or are related to this Agreement, including but not limited to consequential damages due to the termination of this Agreement by either party in accordance with the provisions of Article 7 thereof.
- 5.4 Limitation of Liability. To the maximum extent permitted by law, the Client agrees to limit the Landscape Architect's liability for the Client's damages to the sum of \$97,500.00 or the Landscape Architect's fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

In the event the Client does not wish to limit the Landscape Architect's professional liability, the Landscape Architect agrees to waive this limitation upon written notice from the Client and agreement of the Client to pay, in addition to the agreed upon Landscape Architect's fee, a fee of 10% of the Landscape Architect's previously agreed upon fee within five (5) calendar days after this Agreement is fully executed. This additional fee is in consideration of the greater risk involved in performing work for which there is no limitation of liability.

- 5.5 Waiver of Subrogation. To the extent damages are covered and paid by property insurance during construction, the Client and the Landscape Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages. The Client and the Landscape Architect, respectively, shall require their contractors, consultants, agents and employees' similar waivers in favor of the parties enumerated herein.
- 5.6 Hazardous Material Waiver. Unless otherwise provided in the Agreement, the Landscape Architect and the Landscape Architect's consultants shall have no responsibility for the discovery, presence, handling, removal, or disposal of or exposure of persons to hazardous materials in any form at the Project site including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

## **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 between the parties or their representatives who shall have authority to settle the dispute. If the dispute has not been settled within 14 days of the initial discussions, the parties shall submit the dispute to mediation in accordance with section 6.2.
- 6.2 If the dispute is not settled pursuant to section 6.1, before recourse to any other dispute resolution procedure, the parties shall endeavor to settle the dispute by mediation under the current Construction Industry Mediation Rules of the American Arbitration Association. The location of the mediation shall be the location of the Project unless the parties agree

otherwise. A request for mediation may be filed with the American Arbitration Association or any other mediation service acceptable to both parties. The parties agree to conclude the mediation within 60 days of filing the request. Unless otherwise agreed the cost of mediation shall be shared equally by both parties.

6.3 For any claim subject to, but not resolved by, mediation pursuant to 6.2, the method of binding dispute resolution shall be as follows:

- ☐ Arbitration pursuant to section 6.4 of this Agreement
- ☒ Litigation in a court of competent jurisdiction

6.4 If the parties have selected arbitration in section 6.3, claims, disputes, and other matters in question between the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association then in effect. All arbitration hearings shall be conducted at the location of the mediation shall be the location of the Project unless the parties agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. Notice of the demand for arbitration shall be filed in writing with the other party to the Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or tother matter in question would be barred by the applicable statute of limitations. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with the applicable law in any court having jurisdiction thereof.

6.5 Unless otherwise agreed in writing, the Landscape Architect agrees to continue to perform its Services during any dispute resolution proceedings. If the Landscape Architect continues to perform, the Client shall continue to make payments in accordance with this Agreement for amounts not in dispute.

6.6 Appropriate provisions for consolidation shall be included in other contracts relating to the Project so that all parties necessary to resolving a claim can be made parties to the same dispute resolution proceeding.

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

## **Article 7: Suspension/Termination**

7.1 This agreement may be terminated by either party on seven (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.

7.2 The Client's failure to make payments to the Landscape Architect in accordance with the provisions of this agreement shall be deemed a substantial failure to perform and a cause for termination; however, in this circumstance the Landscape Architect, at its options, may elect to suspend its Services on seven (7) days written notice to the Client. The Landscape Architect shall have no liability to the Client for any delays caused by a suspension under this provision.

- 7.3 If the Client suspends the Landscape Architect's Services for any reason, the Landscape Architect shall be compensated for all Landscape Architectural Services performed to that date, and the Landscape Architect shall have no liability to the Client for any delays caused by the Client's decision to suspend the Services.
- 7.4 When suspended Services are resumed, the Landscape Architect shall be compensated for expenses incurred due to the interruption and resumption of the Landscape Architectural Services, and the Compensation and the Schedule of Services for the Services remaining to be performed shall be equitably adjusted.
- 7.5 A suspension of Services by either party for more than thirty (30) days may, at the Landscape Architect's option, be deemed grounds for termination of the Agreement.
- 7.6 If termination is not due to the fault of the Landscape Architect, the Client shall pay, in addition to Compensation and Reimbursable Expenses due at the time of termination, all actual costs and expenses reasonable incurred by the Landscape Architect in connection with such termination. In addition, the Client shall comply and cooperate in accordance with the provisions of Article 3, Ownership of Documents.
- 7.7 The Client may terminate this Agreement for convenience and without cause with seven (7) days written notice to the Landscape Architect providing, in addition to the Compensation, Reimbursable Expenses, and compliance with the Ownership of the Documents provisions indicated in section 7.6, above.

## **Article 8: Other Terms & Conditions**

- 8.1 Promotional Materials & Images. 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 Client's confidential or proprietary information if the Client has previously advised the Landscape Architect in writing of the specific information considered by the Client to be confidential or proprietary. The Client shall provide professional credit for the Landscape Architect in the Client's promotional materials for the Project.
- 8.2 Force Majeure. Either party. As applicable, shall be relieved of its obligations hereunder in the event and to the extent that performance hereunder is delayed or prevented by any cause beyond its control and not caused by the party claiming relief hereunder, including, without limitation, acts of God, public enemies, war, insurrection, acts, or orders of governmental authorities, fire, flood, explosion, or the recovery from such cause ("Force Majeure"). The parties agree to make all reasonable efforts to mitigate the delays and damages of Force Majeure.



- 8.3 Notices. Notices required pursuant to this Agreement shall be sufficient if delivered personally or by registered mail, return receipt requested at the addresses indicated on the first page of this Agreement.
- 8.4 Assignment. Neither party shall assign their interest in this Agreement without the expressed written consent of the other, except as to the assignment of the proceeds.
- 8.5 Third Party Relationships. Nothing in this Agreement shall create a contractual relationship with, an obligation to, or a cause of action in favor of, any third party against either the Client or the Landscape Architect.
- 8.6 Severability. If any term or provision of the Agreement shall be found to be invalid or unenforceable, the remaining provisions shall, to the fullest extent permitted by law, remain in full force and effect.
- 8.7 Captions. Captions of articles, sections, paragraphs, or subparagraphs of this agreement are for convenience and reference only.
- 8.8 Governing Law. The laws of the State of Iowa shall govern this agreement.
- 8.9 Complete Agreement. This Agreement represents the entire understanding between the Client and Landscape Architect and supersedes all prior negotiations, representations, or agreements, whether written or oral with respect to its subject matter. The person(s) signing this Agreement on behalf of the parties hereby individually warrant that they have full legal power to execute this Agreement on behalf of the respective parties and to bind and obligate the parties with respect to all provisions contained herein. This Agreement may be amended only in writing signed by both the Client and Landscape Architect.
- 8.10 Limitations Period. As between the parties to the Agreement: as to all acts or failures to act by either party to the Agreement, any applicable statute of limitations shall commence to run, and any alleged cause of action shall be deemed to have accrued in any and all events not later than the completion of Services under the Agreement.

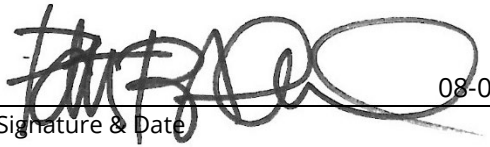
## **Exhibits**

The following Exhibits are incorporated in and made part of this Agreement:

- "B" Scope of Services and Supplemental Services
- "C" Landscape Architect's Hourly Compensation Rates & Reimbursable Expenses Schedule
- "D" Landscape Architect's Schedule of Services

**Offered by:**

Confluence, Inc.

 08-09-22  
Signature & Date

Patrick R. Alvord, Principal

Printed Name & Title

Confluence  
900 2<sup>nd</sup> Street SE, Suite 104  
Cedar Rapids, Iowa 52401

Copy: Project File, Confluence Accounting

**Accepted By:**

City of Oelwein

\_\_\_\_\_  
Signature & Date

\_\_\_\_\_  
Printed Name & Title

## EXHIBIT "B": LANDSCAPE ARCHITECT'S SCOPE OF SERVICE

### Phase 2 – Part 1: Preliminary Design Review and Plan Revision (Schematic Design)

- 1.1 Review Phase 1 plan to confirm major site elements and general organization of site.
- 1.2 Revise site concept plan to locate features, furnishings, and materials confirmed in Phase 1; review revised site concept plan with design/client team
- 1.3 Prepare site concept plan rendering and 3D study model to reflect changes.
- 1.4 Consultant will prepare and provide Client an updated Opinion of Probable Cost (OPC)

### Phase 2 – Part 2: Design Development Services

- 2.1 Design Development Phase. Based on the Preliminary Design approved by the Client, the Landscape Architect shall refine and sufficiently detail the proposed form of the improvements to comprehensively convey the design intent through the following:
  - (a.) Revise and refine the Preliminary Design plan to define the location of the proposed improvements in relation to both the existing site features and the other proposed improvements.
  - (b.) Prepare design detail sketches illustrating the proposed forms, materials, colors, and textures of the proposed improvements.
  - (c.) Prepare supplemental drawings as required to illustrate the design intent (*check all that apply*):
    - (i) ☒ Site preparation/demolition plan
    - (ii) ☒ Layout plan(s)
    - (iii) ☒ Grading and drainage plan
    - (iv) ☒ Furnishings & amenities plan
    - (v) ☒ Lighting plan (*fixtures & locations only, not electrical design*)
    - (vi) ☒ Planting plan
    - (vii) ☒ Irrigation plan
    - (viii) ☐ Signage Plan
    - (ix) ☒ Architectural Plans/Details
  - (d.) Prepare outline specifications for applicable work areas
  - (e.) Update opinion of probable costs of the proposed improvements, indicating when appropriate the assumptions on which the opinion is based.
  - (f.) Submit the plans, details, cost opinion, and other deliverables as appropriate comprising the Design Development submittal to the Client (and other agencies) for review and approval.
- 2.2 These documents shall be reviewed by the Owner, with any comments and minor revisions occurring in this phase. Any Client directed changes that significantly modify Client-approved direction from Preliminary Design would be deemed extra services and billed on an hourly basis. Consultant will identify any perceived extra services prior to proceeding with work.

2.3 Upon Owner approval of design development site documents, the Consultant will proceed into City Submittal Drawings.

2.4 Design/Client Team coordination as necessary

#### Phase 2 – Part 3: Site Plan Submittal Documents

3.1 The Consultant shall prepare some or all of the following city site plan submittal drawings as needed for staff review:

- (a.) Layout Plan
- (b.) Grading Plan
- (c.) Pollution Prevention Plan
- (d.) Utility Plan
- (e.) Lighting Plan, prepared by Client's Mechanical/Electrical Engineer
- (f.) Planting Plan
- (g.) Site Details
- (h.) Preliminary Architectural Plans/Details (final details by Supplier)

3.2 Meetings and coordination with Client, and City staff for site plan submittal.

3.3 Design/Client Team coordination as necessary

3.4 Any City-directed changes as a result of Client-directed design issues not recommended by the Consultant shall be deemed as extra services and billed on an hourly basis.

#### Phase 2 - Part Four: Construction Documents Services

4.1 The Landscape Architect shall prepare some or all of the following Construction Documents as needed to bid/construct the project:

- (a.) Site Preparation Plan
- (b.) Site Layout Plan
- (c.) Site Grading Plan
- (d.) Furnishings & amenities plan
- (e.) Lighting Plan (fixtures & locations only, no electrical design)
- (f.) Site Utility Plan (storm sewer, sanitary sewer and water main only)
- (g.) Site Pollution Prevention Plan (for DNR approval)
- (h.) Site Planting Plan
- (i.) Site Irrigation Plan, if desired
- (j.) Site Details
- (k.) Site Specifications
- (l.) Architectural Details
- (m.) Architectural Specifications

- 4.2 Prepare construction details to describe the materials, spatial relationships, connections, and finished suitable for constructing the proposed improvements.
- 4.3 Prepare construction specifications for the proposed improvements.
- 4.4 Coordinate the drawings and specifications prepared by the Landscape Architect's consultants, when appropriate, the Client's other consultants.
- 4.5 Update opinion of probable costs of the proposed improvements.
- 4.6 Prepare documents suitable for review for compliance with applicable governmental requirements and assist the Client in the submission to governmental agencies.
- 4.7 Address timely and applicable review comments received from agencies and revise Construction Documents for compliance when required.
- 4.8 Submit a final opinion of probable costs.
- 4.9 Submit one electronic pdf set of the Construction Documents. Printed copies will be Reimbursable Expense as provided in Article 4.
- 4.10 Consultant will, with the review and approval of the Client, select site light fixtures, locate poles and detail their bases. Electrical design and lighting layout will be by other Project Team members.
- 4.11 Consultant will prepare Monument Sign design plans and details. Other Project Team members will provide electrical and structural design.
- 4.12 These documents shall be reviewed by the Client, with any comments and minor revisions occurring in this phase. Any Client-directed changes that significantly modify Client-approved direction from design development will be deemed extra services and billed on an hourly basis. Consultant will identify any perceived extra services prior to proceeding with work, whenever possible.

Phase 2 – Part Five: Construction Contract Administration Services.

- 5.1 The Landscape Architect shall provide the following administration Services associate with the construction of the Project:
  - (a.) Take part in the pre-construction conference (if applicable).
  - (b.) Review and take appropriate action on (*check all that apply*):
    - (i) ☒ Contractor Request for Information and clarification's (RFI's).
    - (ii) ☒ Materials and equipment submitted by the Contractor for approval.
    - (iii) ☒ Product submittals and shop drawings.
    - (iv) ☐ Change Order requests by Contractor submitted for approval.
    - (v) ☐ Contractor progress applications for payment.

- (c.) Undertake to observe the work in progress at intervals appropriate to the stage of the construction for conformance with Construction Documents.
- (d.) Evaluate the completed work to determine acceptance or non-compliance based on conformity with Construction Documents.
- (e.) Conduct observations to determine completion and acceptance of the work (*check all that apply*):
  - (i) ☒ Substantial Completion Review & punch-list creation.
  - (ii) ☐ Final Completion Review & punch-list review.

## Phase 2 – Part Six: Supplemental Services

- 6.1 Design Phase Supplemental Services. Unless otherwise agreed to, the following are Supplemental Services:
- (a.) Scale models.
  - (b.) 3D perspective images and/or “Birds-eye” views of the Project.
  - (c.) Jurisdictional & Permitting Services beyond those listed described in Section 1.1.
  - (d.) Life cycle costs.
  - (e.) Long-distance travel to inspect materials and equipment of potential suppliers.
  - (f.) Expert witness testimony.
  - (g.) Attendance at litigation or arbitration proceedings when the Landscape Architect is not a party.
- 6.2 Construction Contract Administration Supplemental Services. The Landscape Architect shall provide the following administration Services associated with the construction of the Project as Supplemental Services. When requested, the Landscape Architect shall:
- (a.) Prepare Client initiated Change orders.
  - (b.) On behalf of the Client, revise and forward to the Client written guarantees, warranties, release of liens, and related documents required from the contractor.
  - (c.) Review the Contractor’s marked-up “As-built” Drawings.
  - (d.) Determine consent of surety if any, to issuance of final certificate of payment.
- 6.3 Post-Construction Services. The following post-construction Services shall be considered Supplemental Services. When requested by the Client, the Landscape Architect shall:
- (a.) Prepare record drawings of the actual construction based on marked-up drawings and other data furnished by the contractor.
  - (b.) Provide observations of work and/or warranty items at appropriate times.
  - (c.) Perform post-construction evaluation of functional and operational performance of the Project.

**End of Exhibit “B”**

## Exhibit "C": Landscape Architect's Standard Hourly Rates & Reimbursable Expenses

### STANDARD HOURLY RATES

Principal .....	\$160.00 - \$215.00 per hour
Associate Principal .....	\$130.00 - \$185.00 per hour
Associate .....	\$110.00 - \$170.00 per hour
Senior Project Manager.....	\$100.00 - \$150.00 per hour
Project Manager.....	\$90.00 - \$130.00 per hour
Senior Landscape Architect .....	\$90.00 - \$130.00 per hour
Landscape Architect .....	\$80.00 - \$120.00 per hour
Senior Project Planner.....	\$90.00 - \$130.00 per hour
Landscape Architect-In-Training / Landscape Designer.....	\$70.00 - \$110.00 per hour
Landscape Architect Intern / Landscape Designer .....	\$60.00 - \$85.00 per hour
Draftsperson .....	\$50.00 - \$85.00 per hour
Graphic Designer .....	\$70.00 - \$100.00 per hour
Clerical / System Staff .....	\$42.00 - \$80.00 per hour

### REIMBURSABLE EXPENSES

Filing Fees .....	1.15 x cost
Materials and Supplies .....	1.15 x cost
Meals and Lodging.....	1.15 x cost
Mileage .....	\$.625 per mile
Postage .....	1.15 x cost
Printing by Vendor .....	1.15 x cost
B/W Photocopies/Prints 8½ x 11 .....	\$.05 each
B/W Photocopies/Prints 11x17.....	\$.10 each
Color Photocopies/Prints 8½ x 11 .....	\$.65 each
Color Photocopies/Prints 11x17.....	\$1.50 each
Large Format Plotting – Bond .....	\$2.50/SF
Large Format Plotting - Mylar .....	\$4.50/SF
Large Format Plotting - Photo .....	\$5.00/SF
Flash Drives.....	\$10.00 each
Booklet Binding (cover, coil, back) .....	\$4.50 each
Electronic Files .....	\$50.00 Each
Online Meeting Service .....	\$35.00 Each

Effective 7/1/2022

**End of Exhibit "C"**

## Exhibit "D": Schedule of Services

The Landscape Architect shall begin providing Landscape Architectural Services on the Project promptly upon written notice to proceed and shall perform its Services as expeditiously as is consistent with the standard of care described in Section 1 of the Agreement. All time frames are estimates and subject to the Client's cooperation in accordance with the provisions in Sections 1 and 2.

Service:	Anticipated Completion Date:	% Compensation:
Part One	March 30, 2022	\$3,100 (5%)
Part Two	June 30, 2022	\$9,300 (15%)
Part Three	July 15, 2022	\$15,500 (25%)
Part Four	August 30, 2022	\$21,700 (35%)
Part Five	May 01, 2023	\$12,400 (20%)

**End of Exhibit "D"**