

Standard Form Agreement Between Client And Landscape Architect

This Agreement, effective as of July 19, 2013, is between Client: Dammon Engineering inc. and Landscape Architect: Eric R. McQuiston L.L.C. landscape architect, 3534 Joyce Drive, Mandeville, LA. 70448 for the following Project: Slidell City Hall Courtyard and Parking Improvements

ARTICLE 1: LANDSCAPE ARCHITECT'S BASIC AND ADDITIONAL SERVICES

- 1.1 Landscape Architect agrees to provide Client the following Basic Services:
 - A. Schematic Design (30%) - Develop a preliminary landscape layout and location of large scale plant materials & hardscape throughout the project areas based on drawings provided by Client.
 - B. Design Development (30%) - Detailed layout of proposed planting areas with quantities, location & varieties of plant materials, to be approved by client. Landscape Architect will also provide assistance with the selection of potential site furnishings.
 - C. Construction Documents (30%) - Detailed layout of planting. Final construction drawings including details and specifications for planting & irrigation installation.
 - D. Construction Administration (10%) - Construction observations & meetings pertaining to project with client.

- 1.2 Excluded Services: Project management, subsurface conditions, soil issues (including suitability for plant material, soil content, level of compaction), lot line location, drainage, utilities' location, surveys, permits, signage, security, lighting, insurance requirements, bidding requirements, bidding, maintenance after completion.

- 1.3 Landscape Architect agrees to provide its professional services in accordance with generally accepted standards of its profession. Landscape Architect agrees to put forth reasonable efforts to comply with codes, laws and regulations in effect as of the date of this agreement.

ARTICLE 2: CLIENT'S RESPONSIBILITIES

- 2.1 Client agrees, at its expense, to provide Landscape Architect with all information, surveys, reports, and professional recommendations requested by Landscape Architect to provide its professional services. Landscape Architect may reasonably rely on the accuracy and completeness of these items.

- 2.2 Client agrees to advise Landscape Architect of any known or suspected contaminants at the Project site. Client shall be solely responsible for all subsurface soil conditions unless otherwise agreed to in writing.

- 2.3 Client will obtain and pay for all necessary permits from authorities having jurisdiction over the project. Landscape Architect will assist Client with this obligation by completing and submitting appropriate paperwork and forms to governing authorities. Landscape Architect's assistance, however, shall not include attendance at more than one meeting with such governing authorities or creating additional or special documentation required by such authorities.

2.4 Client agrees to provide the items described in Article 2.1 and to render decisions in a timely manner so as not to delay the orderly and sequential progress of Landscape Architect's services.

ARTICLE 3: COMPENSATION AND PAYMENTS

3.1 Client agrees to pay Landscape Architect as follows:

- A. Basic Services: \$1,200.00
- B. Retainer: N/A
- C. Additional Services: N/A

3.2 Reimbursable Expenses are subject to a multiple of 1.5 and include, but are not limited to, reproduction, postage, and handling of documents; long distance and facsimile charges; authorized travel; and Client requested renderings and models.

3.3 Landscape Architect shall bill Client for Basic and Additional Services and Reimbursable Expenses upon completion of services. All payments are due Landscape Architect upon ten (10) days of receipt of invoice. A service charge of 1.5% per month will be charged on all amounts due more than 30 days after the date of invoice.

ARTICLE 4: DISPUTE RESOLUTION

4.1 Client and Landscape Architect agree to mediate claims or disputes arising out of or relating to this Agreement as a condition precedent to litigation. A demand for mediation shall be made within a reasonable time after a claim or dispute arises and the parties agree to participate in mediation in good faith. Mediation fees shall be shared equally. In no event shall any demand for mediation be made after such claim or dispute would be barred by the applicable law.

ARTICLE 5: INDEMNIFICATION

5.1 Client agrees to indemnify, defend and hold Landscape Architect harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred on appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injury or death, or economic losses, arising out of the Project and / or the performance or non-performance of obligations under this Agreement, except to the extent such damages or losses are found by a court or forum of competent jurisdiction to be caused by Landscape Architect's negligent errors or omissions.

ARTICLE 6: ATTORNEYS' FEES

6.1 Should any legal proceeding be commenced between the parties to this Agreement seeking to enforce any of its provisions, including, but not limited to, fee provisions, the predominantly prevailing party in such proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorneys' and expert witnesses' fees, which shall be determined by the court or forum in such a proceeding or in a separate action brought for that purpose. For purposes of this provision,

“prevailing party” shall include a party which dismisses an action for recovery hereunder in exchange for payment of the sum allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action or proceeding.

ARTICLE 7: WAIVERS OF CONSEQUENTIAL DAMAGES AND SUBROGATION

7.1 Client and Landscape Architect waive all claims to consequential damages for any claims or disputes arising out of or relating to this agreement.

7.2 In addition, Client and Landscape Architect waive all claims against each other to the extent covered by any applicable insurance during design or construction, including but not limited to claims for subrogation.

ARTICLE 8: CLIENT’S RESPONSIBILITY FOR MAINTENANCE

8.1 Client acknowledges and agrees that proper Project maintenance is required after the Project is complete. Client further acknowledges that, as between the parties to this Agreement, Client is solely responsible for the results of any lack of or improper maintenance.

ARTICLE 9: NO THIRD PARTY BENEFICIARIES

9.1 Nothing in this agreement is intended to create a contractual relationship for the benefit of any third party. There are no intended beneficiaries of this agreement except Landscape Architect and Client.

ARTICLE 10: LOUISIANA DEPARTMENT OF AGRICULTURE & FORESTRY

10.1 Louisiana landscape architects are regulated by the Louisiana Department of Agriculture & Forestry. Any questions concerning a landscape architect may be referred to the Department at:
Louisiana Horticulture Commission
P.O. Box 91081
Baton Rouge, Louisiana 70821
1-225-925-7772

LANDSCAPE ARCHITECT
Eric R. McQuiston L.L.C.

CLIENT

BY: _____

BY: _____

TITLE: _____