

# AGREEMENT BETWEEN CLIENT & LANDSCAPE ARCHITECT

## California Version

This Agreement, effective as of April 14, 2022, is between Clients,  
**Temecula Public Cemetery District,**  
41911 C Street  
Temecula, CA 92592  
And Landscape Architect,  
**David Neault Associates, Inc.,**  
41877 Enterprise Circle North Ste. 140  
Temecula, CA 92590  
For the following Project:

## **Temecula Cemetery Phase 1 Construction Documents**

### **Article 1. Landscape Architect's Basic and Additional Services**

A. Landscape Architect agrees to provide Client the following Basic Services:

### **Scope of Work**

- I. **Preparation of Construction Documents (Based on Approved Landscape Plan not prepared by our firm)**
  - A. **Construction Plan:** Plan will show dimensions and construction materials for hardscape elements of the project.
  - B. **Irrigation Plan:** Includes diagrammatic layout of landscape irrigation piping, valves, control equipment, sprinkler heads, and related equipment for the irrigation of planter areas, specifying pipe, equipment, sizing, types, brand and model. Additionally, Water Calculations as required by the Water Agency and the City of Temecula will be provided.
  - C. **Planting Plan:** Includes the graphic locations and identification of plant materials to be used, including quantities, sizes, and varieties.

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circle north - suite 140  
temecula, ca 92590

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**D. Details and Specifications:** Includes details for material and installation, specifications for landscape construction, irrigation and planting, establishment period, and maintenance. Specifications shall set forth method of installation and set quality standards for materials and workmanship for the finished product.

**II. Meetings/Site Observations/Project Coordination** - DNA shall provide time to attend meetings, on-site visits, and project coordination. Time to be billed at the hourly rate according to the person's title. See Article 5A for rates.

**B. Additional Services:** Time spent beyond Landscape Architect's Basic Services will be billed at the current office rate according to the person's title. That will include but not limited to:

1. **Plan Processing**
2. **Site Observations** – Additional site observations required beyond those specified in the Scope of Work.
3. **Meetings** - Additional meetings required beyond those specified in the Scope of Work.
4. **Site Plan, Architectural and Civil Revisions** - Revisions to landscape plans required due to changes in the site plan, architectural and/or civil plans.

**C.** Landscape Architect agrees to provide its professional services in accordance with generally accepted standards of its profession.

## **Article 2. Exclusions**

**A. Lighting Plan** – DNA excludes providing a lighting plan with all types of construction documents as part of the scope of work.

## **Article 3. Client's Responsibilities**

**A.** Client agrees to provide Landscape Architect with all of the 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.

**B.** If agreed by Landscape Architect and Client, Client may furnish the services of the following consultants:

**C.** Client agrees to advise Landscape Architect of any known or suspected contaminants at Project site.

**D.** Client agrees to provide the items described in Article 3.A and render

decisions in a timely manner so as not to delay the orderly and sequential progress of Landscape Architect's services.

#### **Article 4. Estimated Schedule and Project Budget**

A. Landscape Architect shall render its services as expeditiously as is consistent with professional skill and care. During the course of the Project, anticipated and unanticipated events may impact any Project schedule.

#### **Article 5. Compensation and Payments**

A. Client agrees to pay Landscape Architect as follows:

Basic Services:

I.	Construction Documents	\$38,500.00
II.	Meetings (hourly not to exceed)	\$ 1,000.00
	<b>Total</b>	<b>\$39,500.00</b>

All Prices quoted are valid for 60 days from the date of this proposal.

Site plan, Architectural, and/or Civil changes after scope of work has begun are considered additional services that will result in a change in our fees.

**Payment Terms:** 20% retainer prior to commencement of work for each scope of work. The remaining 80% will be billed based on percent complete and due 30 days from date of invoice.

Hourly Billing Rates:

David Neault	\$185.00 per hour
Principal/Partner	\$155.00 per hour
Sr. Associate	\$145.00 per hour
Associate/Project Manager	\$125.00 per hour
Draftsperson	\$100.00 per hour
Administrative	\$ 85.00 per hour

All hourly rates are subject to change with a 30-day notice to client.

B. **Reproduction and Shipping costs:** All cost relating to reproduction/printing and shipping shall be the Client's sole responsibility. The Client shall provide authorization for DNA to use the Client's account with their preferred reprographic company and shipping company. When necessary reimbursable expenses are subject to a multiple of 20% and include, but are not limited to, CADD plotting, reproduction, postage and handling of documents; long distance and facsimile charges; authorized travel; and Client requested

renderings and models. Creating CADD plot files shall be billed at the hourly rate of a Draftsperson.

- C. Travel to meetings, project site, consultants or any other job related function shall be billed at an hourly rate from portal to portal according to the person's title and reimbursement of mileage at current GSA POV mileage reimbursement rates at the time of billing.
- D. Landscape Architect shall bill Client for Basic and Additional Services and Reimbursable expenses once a month. All payments are due Landscape Architect upon 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 6. Termination**

- A. Either Client or Landscape Architect may terminate this Agreement upon seven days written notice.
- B. If terminated, Client agrees to pay Landscape Architect for all Basic and Additional Services rendered and Reimbursable Expenses incurred up to the date of termination.
- C. Upon not less than seven days' written notice, Landscape Architect may suspend the performance of its services if Client fails to pay Landscape Architect in full for services rendered or expenses incurred, Landscape Architect shall have no liability because of such suspension of service or termination due to non-payment.

#### **Article 7. Dispute Resolutions**

- A. Client and Landscape Architect agree to mediate claims or disputes arising out of or relating to this Agreement. The mediation shall be conducted by a mediation service experienced in handling construction disputes, or any other mediation service acceptable to the parties. A demand for mediation shall be made within a reasonable time after a claim or dispute arises. In no event shall a demand for mediation be made after such claim or dispute would be barred by applicable law.

#### **Article 8. Ownership of Documents**

- A. All instruments of professional service prepared by Landscape Architect, including, but not limited to, drawings and specifications, are the property of the Landscape Architect, and these documents shall not be reused on other properties without Landscape Architect's written permission. Landscape Architect retains all rights, including the copyright in its documents. Client or others cannot use Landscape Architect's documents to complete this Project with others unless

Landscape Architect is found to have materially breached this Agreement.

#### **Article 9. Miscellaneous Provisions**

- A.** This Agreement is governed by California Law.
- B.** This Agreement is the entire and integrated agreement between Client and Landscape Architect and supersedes all prior negotiations, statements or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Client and Landscape Architect. Neither party can assign this Agreement without the other party's written permission.
- C.** Notwithstanding any other term in this Agreement, Landscape Architect shall not control or be responsible for another party's means, methods, techniques, schedules, sequences or procedures, or for construction safety or any other related programs.
- D.** 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 pay 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 the Agreement, except to the extent such damages or losses found by a court or forum of competent jurisdiction to be caused by Landscape Architect's negligent errors or omissions.
- E.** 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 prevailing party in such proceeding shall be entitled, in addition to such other relief as maybe granted, to a reasonable sum for attorneys' and expert witness' 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 action or proceeding.
- F.** Client acknowledges and agrees that proper Project maintenance is required after the Project is complete. A lack of or improper maintenance may result in damage to property or persons. 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.

**G.** Landscape Architect reserves the right to include representations of the Project in its promotional and professional materials.

**THE LANDSCAPE ARCHITECTS TECHNICAL COMMITTEE  
REGULATES LANDSCAPE ARCHITECTS. ANY QUESTIONS  
CONCERNING A LANDSCAPE ARCHITECT MAY BE REFERRED TO  
THE BOARD AT:**

LANDSCAPE ARCHITECTS TECHNICAL COMMITTEE  
400 R. STREET, SUITE 4020  
SACRAMENTO, CA 95814  
TELEPHONE: (916) 445-4954

LANDSCAPE ARCHITECT CLIENT

**David Neault Associates, Inc.      Temecula Public Cemetery District**

X \_\_\_\_\_

X \_\_\_\_\_

Name: David S. Neault

Name \_\_\_\_\_

Title: President

Title \_\_\_\_\_

Dated \_\_\_\_\_

Dated \_\_\_\_\_

California License No. 2884  
Renewal Date: 6/30/22

Nevada License No. 694  
Renewal Date: 6/30/22

Arizona License No. 61162  
Renewal Date: 12/31/24

Colorado License No. 1295  
Renewal Date: 12/31/22