



Professional Services Agreement

Dr. Dan L. Morrill
Charlotte - Mecklenburg Historic Landmarks Commission
2100 Randolph Road
Charlotte, NC 28207
t 704-376-9115

Re: Agreement for Providing Landscape Architectural Services for the Barnhardt Estate Landscape

The following proposal, when accepted by you, will constitute an agreement (hereinafter the "Agreement") between you, the "Client" and GROUNDWORKS STUDIO, PLLC (GWS), made as of the date of your acceptance, for GWS, to perform the services described below for the compensation and on the other terms and conditions hereinafter set forth:

PROJECT: Barnhardt Estate Landscape Restoration

PROJECT #: 1835

DATE: September 24, 2018

1. SCOPE OF SERVICES:

- A. Scope of Work: The project scope includes providing written recommendations and identifying on the site plan for a basic restoration of the landscape, identifying qualified contractors to perform the work, and limited construction administration of the Barnhardt Estate, located at 2733 Country Club Lane. The intent of the Client is to improve the appearance of the property to facilitate the sale of it.
- B. Phase One: Landscape Restoration Plan: GWS will develop a basic landscape restoration diagram using a site plan provided by the Client. The plan will be developed based on discussions with the Client and our professional recommendations.
 - 1) Research: GWS will review project documents, drawings, photographs, and other information to better understand history of estate and grounds.
 - 2) Base Map: GWS will produce a base map of the property to diagram the recommendations. Client to furnish GWS with topographic survey. GWS will review existing site conditions and conduct fieldwork.
 - 3) Client Meeting: GWS will review landscape recommendations with key members of the Historic Landmarks Commission on the project site.
 - 4) Final Landscape Restoration Plan: GWS will incorporate Client feedback and produce a final restoration plan.

C. Phase Two: Bidding and Construction Administration Phase

- 1) Bidding: GWS will provide the Landscape Restoration Plan to a few qualified contractors to provide bids for the project. GWS will meet contractors on site to review site conditions and work required. GWS will answer questions during the bid process. GWS will review bids with Client and recommend award.
- 2) Construction Administration: GWS shall visit the site at intervals appropriate to the stage of construction of the Project to become familiar with the progress and quality of the work completed and to determine, in general, if the work is being performed in a manner indicating that it will, when completed, be in accordance with the bid documents. GWS shall advise the Client if it observes that the work is not in accordance with the contract documents. GWS shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction.
- 3) GWS shall review and approve, or take other appropriate action to, Contractor's material submittals.
- 4) This work shall be hourly at \$125/ hour, not to exceed twelve (12) hours without Client approval.

2. CLIENT'S RESPONSIBILITIES

- A. The Client agrees to provide GWS with all information, surveys, reports and professional recommendations and any other related items requested by GWS in order to provide its professional services. GWS may rely on the accuracy and completeness of these items.
- B. The Client agrees to advise GWS of any known or suspected contaminants at the Project site. Client shall be solely responsible for all subsurface soil conditions.

3. SCHEDULE:

- A. Restoration Plan: +/- four (4) weeks
- B. Bidding and Construction Administration: +/- three (3) weeks

GWS shall render its services as expeditiously as is consistent and in accordance with professional skill and care ordinarily exercised by practicing design professionals performing similar services in the same locality and under the same or similar circumstances and conditions. No other representations and no warranties, express or implied, shall be applicable to the performance of GWS' services hereunder. During the course of the Project, anticipated and unanticipated events may impact any Project schedule.

4. COMPENSATION:

- A. PROFESSIONAL FEES:
Restoration Plan Phase: \$2,250
Schematic Design Phase: Hourly (NTE \$1,500)

- B. STANDARD BILLING RATE:
Principal – Laurel Holtzaple, PLA, ASLA \$125
- C. REIMBURSABLE EXPENSES: Expenses incurred will be billed at actual cost plus 10%. The Client shall reimburse GWS for reasonable and necessary "out-of-pocket" expenses, including but not limited to travel, long-distance communication, reproductions, special-express mailing, courier fees, special equipment, permit and inspection fees, and other costs not otherwise part of normal office overhead. The use of company vehicles on a project will be billed at \$.565/mile, plus tolls and parking fees.

5. TERMS AND CONDITIONS:

A. ADDITIONAL SERVICES

If mutually agreed to by the Client and GWS, Additional Services shall be provided by GWS. For professional services additional and beyond the basic services shown above, a separate Professional Services Agreement shall be prepared computing compensation on a Fixed Fee basis or on a Time and Expense basis in accordance with GWS' prevailing fee schedule at time of service.

B. PAYMENT

GWS will submit invoices for completed services rendered on a monthly basis and the Client agrees that said invoices are due upon presentation and considered past due if not paid within ten (10) days of receipt. Balances due over twenty-eight (28) days will be assessed an interest rate of 1-1/2% per month (18% per year). Client agrees to pay for any costs of collection including, but not limited to lien costs, court costs or attorney's fees involved in or arising out of collecting any unpaid or past due balances.

C. RISK ALLOCATION

The Client agrees that to the fullest extent permitted by law, GWS's total liability in the aggregate to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to GWS's services, the project or this Agreement, from any cause or causes whatsoever, including but not limited to, the negligence, errors, omissions, strict liability, breach of contract, misrepresentation, or breach of warranty of GWS or GWS' officers, directors, employees, agents or independent professional associates, or any of them, shall not exceed the total fees received by GWS for services performed under this Agreement.

Notwithstanding any other provisions in this Agreement to the contrary, nothing herein contained shall be construed as: (a) constituting a guarantee, warranty or assurance either expressed or implied, that the professional services will yield or accomplish a perfect outcome for the project; or (b) obligating GWS to exercise professional skills and judgment greater than that which can be reasonably expected from other similarly situated Landscape Architects performing similar services in a similar vicinity under like circumstances; or (c) an assumption by GWS to liability greater than or differing from those explicit in this Agreement; or (d) an assumption by GWS of the liabilities of any other party.

D. INDEMNIFICATION

Client agrees to indemnify, defend and hold GWS (including its employees, officers and subconsultants) harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited

to, attorneys' fees and all legal expenses and fees incurred through 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 injuries or death, or economic losses, arising out of the Project and/or this Agreement, except that GWS shall not be entitled to be indemnified to the extent such damages or losses are found by a court or forum of competent jurisdiction to be caused by GWS's sole negligence.

E. TERMINATION

Either Client or GWS may terminate this Agreement upon seven (7) days written notice. If terminated, Client agrees to pay GWS within thirty (30) calendar days of termination for all Services rendered and Reimbursable Expenses incurred up to the date of termination. Upon not less than seven (7) days' written notice, GWS may suspend the performance of its services if Client fails to pay GWS in full for services rendered or expenses incurred. GWS shall have no liability because of such suspension of services or termination due to Client's nonpayment.

F. CONSTRUCTION ADMINISTRATION

GWS shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the Contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. The Client has not retained the GWS to make detailed inspections or to provide exhaustive or continuous project review and observation services. Irrespective of any other term in this Agreement, GWS shall not control or be responsible for construction means, methods, techniques, schedules, sequences or procedures; or for construction safety or any other related programs; or for another parties' errors or omissions or for another parties' failure to complete their work or services in accordance with GWS's documents.

G. MISCELLANEOUS PROVISIONS

1. Client and GWS waive consequential damages for any claims, disputes or other matters in question arising out of or relating to this Agreement. GWS's waiver of consequential damages, however, is contingent upon Client requiring contractor or its subcontractors to waive all consequential damages against GWS for claims, disputes, or other matters in question arising out of or relating to the Project.
2. To the extent damages are covered by property insurance during construction, Client and GWS waive all rights against each other and against the contractors, consultants, agents and employees of the other for such damages. Client or GWS, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties described in this paragraph.

I hereby authorize GWS to perform the above described professional services subject to the Terms and Conditions appended hereto.

Consultant: GROUNDWORKS STUDIO, PLLC



Signature: _____ Laurel Holtzapple Date: 9-24-2018
Title: Principal

Client: _____

Signature: _____ Date: _____

Please return a signed copy of this Agreement to us which is a material requirement for GROUNDWORKS STUDIO, PLLC to proceed. Professional services shall not be performed prior to the effective date of this Agreement.