

AMERICAN SOCIETY OF LANDSCAPE ARCHITECTS

STANDARD SHORT FORM CONTRACT FOR PROFESSIONAL SERVICES BETWEEN LANDSCAPE ARCHITECT AND CLIENT *2014 Edition*

Preliminary Provisions

Date

This Agreement is made as of January 18, 2016, between the Client and the Landscape Architect for Landscape Architectural Services as provided herein.

Client

City of Red Lodge

NAME

PO Box 9, 1 South Platt Avenue, Red Lodge, Montana 59068

ADDRESS / CITY / STATE / ZIP

Project Owner

RELATIONSHIP TO PROJECT OWNER

Landscape Architect

Peaks to Plains Design PC

NAME

ENTITY

SOLE PROPRIETOR, PARTNERSHIP, CORPORATION, LIMITED LIABILITY COMPANY

404 N. 31 St., Ste. 405, Billings, MT 59101

ADDRESS / CITY / STATE / ZIP

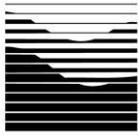
Project

(general description of Project: name, purpose, baseline information)

Non-Motorized Transportation Plan, aka Active Transportation Plan.

Compensation

Compensation for the Scope of Services to be performed under this Agreement shall be the Lump sum of \$28,000.00.



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Article 1

Landscape Architectural Services

1.1 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.

1.2 Scope of Services

Landscape Architectural Services to be provided under this Agreement are:

1. Review *City of Red Lodge Growth Policy, Trails Plan, Comprehensive Parks Plan* and *Subdivision Regulations* as well as other planning documents (such as the Capital Improvement Plans and Zoning Regulations) dealing with non-motorized transportation and meld the relevant findings and recommendations into the more detailed Active Transportation Plan.
2. Identify and undertake field studies, data collection and other research necessary to support the findings and recommendations.
3. Design and implement a public participation process that will engage the residents of the Red Lodge area. The public participation process will include public input, a survey, the Parks Board, Planning Board and the Beartooth Front Community Forum.
4. Identify any existing non-motorized transportation facilities and evaluate the connectivity, effectiveness, capacity and potential integration of the facilities into a comprehensive system.
5. Recommend new non-motorized transportation facilities and identify deficiencies in the existing systems. Analyze non-motorized facilities. Provide budget opinions of probable costs for the construction of capital facilities, maintenance of non-motorized facilities and other items as a part of the plan.
6. Identify potential traditional and innovative sources of financing of non-motorized transportation facilities.
7. Recommend non-motorized transportation design standards for inclusion in any applicable City of Red Lodge Regulations.
8. Present the findings and recommendations of the Active Transportation Plan to the City Council and other Boards as identified.

1.3 Supplemental Services

Supplemental Services are in addition to the basic Scope of Services and, when requested in writing by the Client, shall entitle the Landscape Architect to additional compensation beyond the Compensation stated above. Supplemental Services under this Agreement expressly include but are not limited to:

1. Actual design of infrastructure projects for construction.
2. Property title research.
3. Grant writing.
4. Other services not identified in 1.2, as requested in writing by the Client.



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1.4 Changes to Approved Services

Revisions to drawings or other documents shall constitute Supplemental Services when 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.

1.5 Schedule of Performance

The Client's signature on this Agreement shall be the basis for the Landscape Architect to begin providing services for the Project. The Landscape Architect shall perform the services as expeditiously as is consistent with the standard of care described in section 1.1, above.

Article 2

Client's Responsibilities

2.1 Information

The Client shall provide data about the site and other information on which the design is to be based as well as Client's budget parameters for the Project. The Landscape Architect shall be entitled to rely on the accuracy and completeness of information provided by the Client.

2.2 Budget

The Landscape Architect shall reasonably strive to propose designs and prepare documents consistent with the Client's budget parameters. If provided by the Landscape Architect as a part of the Scope of Services, opinions of probable construction costs are based on the Landscape Architect's 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.

2.3 Approvals

The 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.

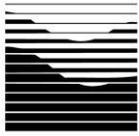
2.4 Project Permit and Review Fees

The Client shall pay all fees required to secure jurisdictional approvals for the Project.

Article 3

Ownership of Documents

The Landscape Architect shall be deemed the author and owner of all documents and deliverables developed pursuant to this Agreement and provided to the Client by the Landscape Architect (collectively, the "Design Materials"). Subject to payment by the Client of all fees 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.



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Article 4

Landscape Architect Compensation

4.1 Compensation for the Landscape Architectural Services performed under this Agreement shall be as indicated in the Preliminary Provisions. Supplemental Services, when requested in writing by the Client, shall require additional compensation to be determined on an hourly basis or on the basis of a negotiated fee.

4.2 Reimbursable Expenses are expenditures made by the Landscape Architect as a part of Supplemental Services, its employees, and consultants in the interest of the Project plus an administrative fee of 10%. Reimbursable Expenses include but are not limited to travel expenses, costs of reproduction of documents, postage, services of professional consultants which cannot be quantified at the time of contracting, and other, similar, direct Project-related expenditures.

4.3 Monthly payments to the Landscape Architect shall be based on (1) the percentage of the Scope of Services completed, and shall include payments for (2) Supplemental Services performed, and (3) Reimbursable Expenses incurred as a part of Supplemental Services.

4.4 Payments are due and payable 30 days from the date of the Landscape Architect's invoice. Invoiced amounts unpaid 45 days after the invoice date shall be deemed overdue and shall accrue 1.0% simple interest per month. At the Landscape Architect's option, overdue payments may be grounds for termination or suspension of services.

4.5 If through no fault of the Landscape Architect, the Scope of Services to be provided under this Agreement has not been completed within 9 months (*indicate calendar days or months*) of the initial notice to proceed, the compensation for services rendered after that time period shall be equitably adjusted.

Article 5 Indemnification

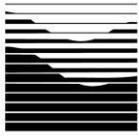
5.1 Client and Landscape Architect each agree to indemnify and hold harmless the other, and their respective officers, employees and representatives, from and against liability for losses, damages, and expenses, including reasonable attorneys' fees, to the extent such losses, damages, or expenses are 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 Client and Landscape Architect, they shall be borne by each party in proportion to its negligence.

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. If the dispute has not been settled within 14 days of the initial discussions, the parties shall submit the dispute to mediation, the cost of which shall be shared equally by the parties.

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



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Article 7 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.

Article 8

Other Terms and Conditions

8.1 Assignment

Neither party shall assign their interest in this Agreement without the express written consent of the other, except as to the assignment of proceeds.

8.2 Governing Law

The law in effect at the Landscape Architect's principal place of business shall govern this Agreement.

8.3 Complete Agreement

This Agreement represents the entire understanding between the Client and the 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 a writing signed by both the Client and the Landscape Architect.

Landscape Architect – Peaks to Plains Design PC

 President _____

January 18, 2016
Date

Client – City of Red Lodge, Montana

_____ Date