

INTRODUCTION

_____, hereinafter known as the Client, has asked Roy T. Dufrelche and Associates, L.L.C. Landscape Architects and Planners, hereinafter referred to as the Consultant, to submit this proposal for Landscape Architectural services for their property. The property is located at _____, _____, Louisiana.

RESPONSIBILITIES

The Consultant shall provide Landscape Architectural services as outlined below. The Client, at their expense, shall provide any base information available which is applicable to the execution of the Scope of Services. This information includes, but is not necessarily limited to, a site survey showing property lines, structures, trees, hardscape items, parking lots, utilities and easements where applicable. The Client shall also provide a set of architectural plans to the Consultant for his use. The Consultant shall be entitled to rely upon the accuracy and completeness of those documents.

SCOPE OF SERVICES

The Consultant shall perform the following services:

Task 1: Project Initiation/Programming

To commence the project, the Consultant and the Client will meet to establish a direction for the project. Envisioned as an informal meeting, the project initiation will fix the site programs, deliverables, etc. to ensure that all parameters are agreed upon. At this time project goals shall be established by the Client. Goals should be physical, philosophical, and financial.

Task 2: Site Analysis and Inventory/Field Documentation

Upon completion of the programming phase of work, the Consultant shall record observations of the site. From the information provided by the site survey, a suitable base map will be constructed. Information included on the base map will be any items not located on the survey provided by the Client such as existing vegetation, fences, drainage, and other critical site features.

Task 3: Preliminary Master Site Plan *(this task is structured differently for each projects scope of work)

The Consultant will prepare a preliminary master site plan illustrating the relative layout of all program elements for the project. This includes existing plant material and trees to remain, walkways, pool, spas, cabana, walls and patio areas, landscape plantings, and special features. The emphasis of this plan will be to fully integrate the new design elements and landscape into the setting of the existing residential site. These plans will be diagrammatic illustrations of the proposed design concepts. The plans will include, plan views, sections, or other drawings necessary to communicate the design intent. A preliminary cost analysis of the proposed designs will also be presented at this time. The plans will be rendered in color for presentation to the Client.

Task 4: Review Meeting

The Consultant and the Client will meet for a presentation of preliminary plan review. Feedback from all parties at this juncture will ensure that all parties are in agreement with the general design intent. If major revisions to the preliminary plan are required, the Consultants shall revise the plan and resubmit the final plan to the Client for review. Minor revisions will be incorporated into the Task 5 Design Development and Construction Document work.

Task 5: Design Development / Construction Documents

Upon acceptance of the site plan by the Client, the Consultant will begin the preparation of the contract documents for the project. The contract document package shall consist of drawings, details, schedules, and other necessary data for the implementation of the plans. The contract documents will address all aspects of the landscape and site design. The contract documents will be prepared in a manner that will allow for the bidding the work to licensed landscape and/or general contractors.

Task 6: Bidding Phase

The Consultant will issue the plans to qualified contractors for bidding. The Consultant shall also hold a pre-bid conference at the site with the bidders to answer questions from the contractors concerning the scope of work. The consultant shall also answer contractors questions during the bidding process, issue addenda, receive the bids, recommend a contractor for the work and prepare the contract between the Owner and the Contractor.

The bidding phase is the time from issuance of plans for bidding until bids are received and a contractor is selected.

Task 7: Construction Observation (Hourly if requested by the Client)

The Consultant shall, on behalf of the Client and if requested by the Client, hold a pre-construction conference, visit the site during the construction period to observe the work in progress, meet with the contractor, to answer questions concerning the work and to assure the Client that the work is in accordance with the contract documents. During intense construction periods, more site visits made be required. At each site visit, field reports will be generated indicating the nature of each visit, current work under construction, note concerns and observations and note who was present during the site visit. These field reports will be issued to the contractors as well as the Client for his records. (Note: The Consultant is not a party to the contract for construction between the Owner and the Contractor. The Consultant is the Owner's representative and his sole responsibility is to assure that the drawings are followed and the construction follows the intent of the contract documents prepared by his office. The Consultant is not responsible for the contractor, his work schedules, sub contractors, etc.)

Extra Services

Services other than those outlined in Tasks 1-6, when authorized in writing, will be charges at our standard hourly rates or a mutually agreeable lump sum fee.

Revisions to previously approved work will be considered extra serves and charged at our standard hourly rates.

COMPENSATION

As compensation for services described in Scope of Services, Tasks 1 - 6 , Client agrees to pay Roy T. Dufreche & Associates, L.L.C. the sum of _____(\$ 0.00). Fee includes expenses associated with the project such as reproduction, long distance phone calls, printing, travel, consultants (Irrigation only), etc.

PAYMENT

Payments shall be made at the completion of the professional services task as defined below: Payments not received within 30 days from the date of the invoice will result in a stoppage of all work until the invoice is paid. (Refer to Items 1, 2, and 3 of **Terms**)

FEE BREAKDOWN PER TASK

TASK	HOURS/TASK	FEE/TASK
Task 1: - Programming/Site Visit	0 Hours	\$ 0.00
Task 2: - Site Analysis/Inventory/Document	0 Hours	\$ 0.00
Task 3: - Preliminary Planning/ Design	0 Hours	\$ 0.00
Task 4: - Review Meeting	0 Hours	\$ 0.00
Task 5: - Construction Documents	0 Hours	\$ 0.00
Task 6: - Bidding Phase	0 Hours	\$ 0.00
Task 7: - Construction Observation	(Hourly as required if requested by Client)	
		TOTAL DESIGN FEE: \$ 0.00

SCHEDULE

Consultant shall complete the Scope of Services, Task 1 -5 within ____ days from authorization to proceed and receipt of the site survey documents. This schedule is exclusive of Client review time, bidding and construction.

TERMS

1. All invoices shall be submitted on the first of each month for the task completed in part or in whole and are due and payable upon presentation, and become delinquent if not paid within 30 days of their date.
2. On all delinquent accounts (over 30 days from invoice date), a surcharge shall be applied at the rate of 1.5% per month and a stoppage of all work.
3. All accounts delinquent 30 days or more shall result in the stopping of all work on the job by Roy T. Dufreche & Associates, L.L.C. and all of its subcontractors, and written notice of this action shall be provided to the Client, as well as to all affected parties. Work shall be re-commenced upon payment of all fees due, and payment of an advance in an amount to be mutually agreed upon.
4. Where subcontractors and outside suppliers (printers, etc.) have been retained by Roy T. Dufreche & Associates, L.L.C. at Client's authorization, all procedures as prime contractor, shall have the right to withhold any and all products of such subcontractors and suppliers from use by Client until compensation is received from Client.
5. This agreement may be terminated by either party should one party fail substantially to perform in accordance with its terms through no fault of the other by the following process: written notice of the reason for calling for default shall be given. The party receiving written notice shall be given ten (10) days to respond with measures curative to the default. If the default is not cured by that time, the agreement may be terminated by either upon seven (7) days written notice.
6. This Contract shall be governed by the laws of the State of Louisiana.
7. This Contract represents the entire agreement between Roy T. Dufreche & Associates, L.L.C., Landscape Architects, and the Client and supersedes all prior agreements. This Contract may be amended only by written instrument signed by both Roy T. Dufreche & Associates and the Client.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the _____ day of _____, 200____.

**ROY T. DUFRECHE & ASSOCIATES, L.L.C.
LANDSCAPE ARCHITECTS**

Client

Roy T. Dufreche

Date

Date