

**PROPOSAL FOR
LANDSCAPE ARCHITECTURAL SERVICES
NEPENTHE HOMEOWNER ASSOCIATION
RENOVATION & MAINTENANCE CONSULTATION**

I. Description

- A. This Proposal is prepared for the Nepenthe Homeowners Association, of Sacramento, California, hereinafter referred to as the Client, by Garth Ruffner Landscape Architect, of 4120 Douglas Blvd., #306-301, Roseville, California, on January 16, 2025.
- B. Site Description: The Site is located in the area surrounding the Client's 1131 Commons Drive office in the City of Sacramento, California.
- C. Project Summary: This Proposal offers services for advising the Client in regard to the renovation and maintenance of planting and irrigation work.

II. Scope of Services

- A. General Consultation
 - 1. Accompany the Client's representatives on walks through the community to provide recommendations for general and specific improvements.
 - 2. Assist the Client in developing a long-range vision for the renovation and maintenance of the site.
 - 3. Attend Association meetings upon Client request.
 - 4. Review planting and irrigation proposals prepared by others.

III. Fees for Services: Not to exceed 10 hours at \$155.00 per hour (*including travel time*)

IV. Expenses

- A. Included Expenses:
 - 1. Mileage
 - 2. Phone charges
 - 3. First class mail
- B. Extra Expenses requested and approved by the Client, including hiring of consultants not specifically mentioned in This Proposal, shall be billed at cost plus 10%.
- C. Reimbursable Expenses (including, but not limited to prints and/or deliveries) will be billed at cost plus 10%.

V. Conditions

- A. Services will be billed on a monthly basis or upon completion of a phase of work, whichever occurs first. Payment shall be due within 30 calendar days of the date of invoice.

- B. The Client will provide the Landscape Architect with all of the information, surveys, reports, and professional recommendations necessary for the performance of the Landscape Architect's professional services. The Landscape Architect may reasonably rely on the accuracy and completeness of these items.
- C. The Client will advise the Landscape Architect of any known or suspected contaminants at the Project site.
- D. Client will obtain and pay for all necessary permits from authorities with jurisdiction over the Project.
- E. Excluded Services are not a part of Landscape Architect's Scope of Services or Extra Services and are the responsibility of others. Excluded Services include, but are not limited to, the following: agency submittals; commissioning; topographic surveys; arborist reports; storm drainage; utility locations; pavement; signage; security; electrical power; lighting; construction cost estimates and irrigation audits.
- F. If this Proposal is signed by the Client and the Landscape Architect, it shall be considered the Agreement for services between the signing parties.
 - 1. The Landscape Architect agrees to provide its professional services in accordance with generally accepted standards of its profession.
 - 2. All instruments of professional service prepared by Landscape Architect, including but not limited to, drawings and specifications, are the property of Landscape Architect. These documents shall not be reused on other projects without Landscape Architect's written permission. Landscape Architect retains all rights, including copyrights, 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.
 - 3. Notwithstanding any other term in this Agreement, the 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.
 - 4. This Agreement is governed by California law.
 - 5. The 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 any demand for mediation be made after such claim or dispute would be barred by the applicable law.
 - 6. 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.
 - 7. Either the Client or the Landscape Architect may terminate this Agreement upon seven days written notice.
 - 8. Nothing in this Agreement shall create a contractual relationship for the benefit of any third party.

9. In the event that any term or provision of this Agreement is found to be unenforceable or invalid for any reason, the remainder of this Agreement shall continue in full force and effect, and the parties agree that any unenforceable or invalid term or provision shall be amended to the minimum extent required to make such term or provision enforceable and valid.
10. The Client acknowledges and agrees that proper Project maintenance is required after the Project is complete. A lack of or improper maintenance in areas such as, but not limited to drainage systems, plant materials and irrigation systems may result in damage to property or persons. The 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.

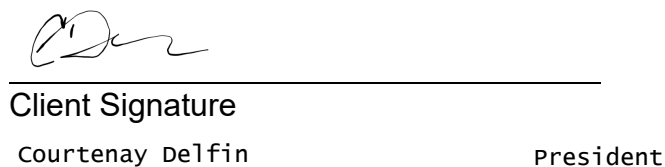
G. Landscape Architects are licensed by the State of California.

The Client and the Landscape Architect agree as set forth above.


Garth Ruffner Landscape Architect #2808

January 16, 2025

Date


Client Signature
Courtenay Delfin President

1/16/2025

Date

Printed Name, Title and Company