



## **DESIGN PROPOSAL – PRIVATE RESIDENCE**

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### **GENERAL NOTES:**

AS PER OUR ON SITE DISCUSSION PLEASE FIND THE FOLLOWING BREAKDOWN FOR THE DESIGN PROPOSAL OF YOUR RESIDENCE AS REQUESTED.

### **OVERALL LANDSCAPE DESIGN**

CREATE A DETAILED DESIGN AT 1/4" SCALE FOR REAR YARD TO POTENTIALLY INCORPORATE THE FOLLOWING FEATURES:

- NOTES FOR RIGHT SIDE YARD (LOOKING FROM ROAD) CREATE DESIGN TO CONNECT EXISTING WALKWAY AND STAIRS TO NEW REAR YARD PATIO
- DESIGN SWIMMING POOL FOR SIZE, SHAPE, LOCATION, AND ALIGNMENT IN YARD
- PLACE HOT TUB FOR SIZE, SHAPE, LOCATION, AND ALIGNMENT IN YARD. HOT TUB TO BE KEPT SEPARATE FROM PROPOSED POOL FOR YEAR-ROUND USE.
- DESIGN LAYOUT FOR NEW REAR INTERLOCK PATIO AROUND PROPOSED SWIMMING POOL, NEWLY DESIGNED ELEMENTS AND STRUCTURES
- INCORPORATE FIRE PIT INTO CENTRAL ENTERTAINMENT AREA BETWEEN POOL AND SUMMER HOUSE (DINING ROOM) CABANA
- DESIGN NEW POOL CABANA TO POTENTIALLY PROVIDE SPACE FOR LOUNGING, ENTERTAINMENT, CHANGE ROOM AND WASHROOM. POOL CABANA DESIGN TO INCLUDE SIZE, SHAPE, LOCATION AND STYLE OF PROPOSED ELEMENTS. INCLUDING FRONT, SIDE AND REAR ELEVATION VIEWS. (PLEASE NOTE THAT CABANA DRAWINGS ARE NOT FOR PERMIT. BLA CAN PROVIDE A QUOTATION FOR CABANA DETAILS AND PERMIT DRAWINGS)
- DESIGN NEW SUMMER HOUSE CABANA TO POTENTIALLY PROVIDE SPACE FOR KITCHEN, DINING, AND STORAGE. SUMMER HOUSE CABANA DESIGN TO INCLUDE SIZE, SHAPE, LOCATION AND STYLE OF PROPOSED ELEMENTS. INCLUDING FRONT, SIDE AND REAR ELEVATION VIEWS. (PLEASE NOTE THAT CABANA DRAWINGS ARE NOT FOR PERMIT. BLA CAN PROVIDE A QUOTATION FOR CABANA DETAILS AND PERMIT DRAWINGS)
- DESIGN CONNECTION BETWEEN EXISTING LEFT SIDE INTERLOCKING STONE RAMP TO NEW REAR YARD POOL PATIO AND INCLUDE ANY REQUIRED MAINTENANCE OR REPAIR NOTES OF EXISTING RAMP
- DESIGN LOCATION AND STYLE FOR NEW POOL FENCE AS PER CITY BYLAW

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- NEW STAIRS FROM UPPER YARD SWIMMING POOL PATIO TO LOWER EXTERIOR REAR YARD
- PROVIDE NOTES AS REQUIRED FOR OVERALL GRADING AND DRAINAGE OF REAR YARD AND SIDE YARDS AS REQUIRED
- ADDITIONAL PLANTING FOR PRIVACY FROM NEIGHBOURING HOMES TO BE CONSIDERED IN CONJUNCTION WITH OVERALL POOL YARD DESIGN
- CREATE OVERALL PLANTING PLAN WITHIN AND AROUND REAR YARD TO PROVIDE PRIVACY, SEASONAL INTEREST, COLOUR, TEXTURE AND EASE OF MAINTENANCE
- INCORPORATE LOW VOLTAGE LANDSCAPE LIGHTING FOR REAR YARD

**OVERALL LANDSCAPE DESIGN**

<b>LANDSCAPE ARCHITECT HOURS</b>	<b>\$</b>
<b>INTERN HOURS</b>	<b>\$</b>
<b>MISC. EXPENSES, MARKING PAINT, COPIES</b>	<b>\$</b>
<b>SUBTOTAL</b>	<b>\$</b>
<b>HST</b>	<b>\$</b>
<b>TOTAL</b>	<b>\$</b>

**PROJECT MANAGEMENT:**

IF REQUESTED BY CLIENT PROJECT MANAGEMENT CAN BE PROVIDED BY BLA. ALL PROJECT MANAGEMENT WORK IS CONDUCTED ON AN HOURLY BASIS. PROJECT MANAGEMENT COST INCLUDES TRAVEL TIME, SITE TIME, AND ANY TIME REQUIRED TO CLARIFY INFORMATION OR QUESTIONS FOR CONTRACTORS. THIS WOULD INCLUDE CHANGES ON THE SITE DUE TO UNFORESEEN CIRCUMSTANCES. EG. BURIED UNDERGROUND OBSTRUCTIONS.

PAYMENT TERMS FOR DESIGN FEES ARE AS FOLLOWS.

25% INCL. HST DEPOSIT WILL COMMENCE PROJECT.  
 65% INCL. HST IS DUE UPON DELIVERY OF INITIAL CONCEPT.

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10% INCL. HST BALANCE IS DUE UPON DELIVERY OF REVISED CONCEPT.

**PLEASE ALSO NOTE**

ALL DRAWINGS PRODUCED FOR THIS PROPOSAL LISTED ABOVE ARE BLACK AND WHITE PLAN VIEW DRAWINGS, EXCEPT BLACK AND WHITE ELEVATIONS OF DRAWINGS AS NOTED IN CONTRACT.

ANY ADDITIONAL DRAWINGS MAY BE PRODUCED UPON REQUEST AT AN ADDITIONAL QUOTED FEE. EG: ELEVATIONS, ARTIST RENDERINGS, PERSPECTIVES, ETC

THE DESIGN PORTION OF THIS PROPOSAL IS BASED ON A MAXIMUM OF TWO (2) SITE MEETINGS, FIRST MEETING FOR CONCEPT REVIEW, AND SECOND FOR FINAL DESIGN REVIEW. ADDITIONAL SITE MEETINGS FOR CONTRACTOR REVIEW ARE INCLUDED IN THE INFORMAL TENDER LINE ITEM PRICING.

MAJOR DESIGN CHANGES AFTER REVIEW OF CONCEPTUAL DESIGN WILL BE COMPLETED AT TIME AND MATERIAL RATES AS QUOTED ABOVE.

ADDITIONAL WORK REQUIRED DUE TO GOVERNING AUTHORITY INTERVENTION OR PERMIT REQUIREMENTS SUCH AS CONSERVATION AUTHORITY OR BUILDING DEPARTMENT WILL BE BILLED AT TIME AND MATERIAL RATES AS NOTED ABOVE.

**ACCEPTED BY:**

\_\_\_\_\_  
CLIENT'S AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE \_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
FIRM'S AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE \_\_\_\_\_  
(TITLE)

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**CONSENT TO USE OF IMAGES:**

IN THE EVENT THAT THE CLIENT ENTERS INTO AN AGREEMENT WITH BRYDGES LANDSCAPE ARCHITECTURE (BLA) FOR DESIGN, BLA HAS THE CLIENTS PERMISSION TO USE IMAGES OF THE DESIGN AND FINISHED BUILT WORKS FOR PURPOSES WHICH MAY INCLUDE ADVERTISING, PROMOTION, MARKETING, AWARDS ENTRIES AND EDUCATIONAL PROGRAMS. CLIENTS NAME AND ADDRESSES WILL BE WITHHELD FROM THE ABOVE.

CLIENT'S NAME AND SIGNATURE

DATE \_\_\_\_\_

**GENERAL TERMS AND CONDITIONS**

**ACCESS TO SITE:**

UNLESS OTHERWISE STATED, THE CONSULTANT WILL HAVE ACCESS TO THE SITE FOR ACTIVITIES NECESSARY FOR THE PERFORMANCE OF THE SERVICES. THE CONSULTANT WILL TAKE REASONABLE PRECAUTIONS TO MINIMIZE DAMAGE DUE TO THE ACTIVITIES BUT HAS NOT INCLUDED IN THE FEE THE COST OF RESTORATION OF ANY RESULTING DAMAGE AND WILL NOT BE RESPONSIBLE FOR SUCH COSTS.

**INDEMNIFICATIONS:**

- (1) THE OWNER AGREES TO HOLD HARMLESS AND INDEMNIFY THE CONSULTANT (THE FIRM) FOR AND AGAINST ALL CLAIMS, DAMAGES, AWARDS AND COSTS OF DEFENSE ARISING OUT OF DELAYS IN THE CONSULTANT'S PERFORMANCE RESULTING FROM EVENTS BEYOND THE CONSULTANT'S CONTROL.
- (2) WHEREAS JOB-SITE SAFETY CONDITIONS ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR, THE CLIENTS AGREES TO HOLD HARMLESS AND INDEMNIFY THE CONSULTANT FOR AND AGAINST ALL CLAIMS, DAMAGES, AWARDS AND COSTS OF DEFENSE ARISING OUT OF CLAIMS RELATING TO JOB-SITE SAFETY.
- (3) THE CLIENT AGREES TO STIPULATE WITHIN THE CONTRACT DOCUMENTS THAT THE CONTRACTOR (OR CLIENT) SHALL PURCHASE AND MAINTAIN, DURING THE COURSE OF CONSTRUCTION, "ALL-RISK" BUILDER'S RISK INSURANCE WHICH NAMES THE CONTRACTOR, THE CLIENT'S AGENTS, AND THE CONSULTANT AS ADDITIONAL INSURED.

**LIMIT OF LIABILITY**

IN RECOGNITION OF THE RELATIVE RISKS, REWARDS AND BENEFITS OF THE PROJECT TO BOTH THE CLIENT AND THE FIRM, THE RISKS HAVE BEEN ALLOCATED SUCH THAT, TO FIRM'S TOTAL LIABILITY TO THE CLIENT FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES, DAMAGES OR CLAIM EXPENSES ARISING OUT OF THIS AGREEMENT FROM ANY CAUSE OR CAUSES SHALL NOT EXCEED OUR FEE FOR THE SPECIFIC PROJECT. SUCH CAUSES INCLUDE, BUT ARE NOT LIMITED TO THE FIRMS' NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT AND BREACH OF WARRANTY. **INITIAL** \_\_\_\_\_

**CONSEQUENTIAL DAMAGES**

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, AND TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER THE CLIENT NOR THE CONSULTANT, THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, CONTRACTORS OR SUBCONSULTANTS SHALL BE LIABLE TO THE OTHER OR SHALL MAKE CLAIM FOR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR CONNECTED IN ANY WAY TO THE PROJECT OR TO THIS AGREEMENT. THIS MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES SHALL INCLUDE,



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BUT IS NOT LIMITED TO, LOSS OF USE, LOSS OF PROFIT, LOSS OF BUSINESS, LOSS OF INCOME, LOSS OF REPUTATION AND ANY OTHER CONSEQUENTIAL DAMAGES THAT EITHER PARTY MAY HAVE INCURRED FROM ANY CAUSE OF ACTION INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT AND BREACH OF STRICT OR IMPLIED WARRANTY. BOTH THE CLIENT AND THE CONSULTANT SHALL REQUIRE SIMILAR WAIVERS OF CONSEQUENTIAL DAMAGES PROTECTING ALL THE ENTITIES OR PERSONS NAMED HEREIN IN ALL CONTRACTS AND SUBCONTRACTS WITH OTHERS INVOLVED IN THIS PROJECT.

**CERTIFICATION, GUARANTEES AND WARRANTIES**

THE CONSULTANT SHALL NOT BE REQUIRED TO EXECUTE ANY DOCUMENT THAT WOULD RESULT IN THE CONSULTANT CERTIFYING, GUARANTEEING OR WARRANTING THE EXISTENCE OF ANY CONDITION.

**TERMINATION**

- (1) THIS AGREEMENT BETWEEN CLIENT AND CONSULTANT MAY BE TERMINATED BY EITHER PARTY UPON (7) SEVEN DAYS' WRITTEN NOTICE IN THE EVENT OF PERSISTENT FAILURE OF PERFORMANCE OF THE MATERIAL TERMS AND CONDITIONS OF THIS AGREEMENT BY THE OTHER PARTY THROUGH NO FAULT OF THE TERMINATING PARTY.
- (2) IF THIS AGREEMENT IS TERMINATED DURING THE COURSE OF PERFORMANCE OF THE WORK, THE CONSULTANT SHALL BE PAID THE REASONABLE VALUE OF THE SERVICES PERFORMED DURING THE PERIOD PRIOR TO THE EFFECTIVE DATE OF TERMINATION OF THE AGREEMENT.
- (3) IN THE EVENT OF TERMINATION, THE CONSULTANT SHALL BE PAID ALL TERMINATION EXPENSES RESULTING THEREFROM.
- (4) IF, PRIOR TO TERMINATION OF THIS AGREEMENT, ANY WORK DESIGNED OR SPECIFIED BY THE CONSULTANT DURING ANY PHASE OF THE WORK IS SUSPENDED IN WHOLE OR IN PART FOR MORE THAN THREE (3) MONTHS OR ABANDONED AFTER WRITTEN NOTICE FROM THE CLIENT, THE CONSULTANT SHALL BE PAID FOR SUCH SERVICES PERFORMED PRIOR TO RECEIPT OF SUCH NOTICE.

**FEE**

THE TOTAL FEE, IF STATED, SHALL BE UNDERSTOOD TO BE AN ESTIMATE, AND SHALL NOT BE EXCEEDED BY MORE THAN TEN PERCENT WITHOUT THE APPROVAL OF THE CLIENT. WHERE THE FEE ARRANGEMENT IS TO BE ON AN HOURLY BASIS, THE RATES SHALL BE THOSE THAT PREVAIL AT THE TIME SERVICES ARE RENDERED. 2020 RATES ARE AS FOLLOWS:

**STANDARD OF CARE**

IN PROVIDING SERVICES UNDER THIS AGREEMENT, THE CONSULTANT SHALL PERFORM IN A MANNER CONSISTENT WITH THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED BY MEMBERS OF THE SAME PROFESSION CURRENTLY PRACTICING UNDER SIMILAR CIRCUMSTANCES AT THE SAME TIME AND IN THE SAME OR SIMILAR LOCALITY.

**BILLINGS/PAYMENTS**

INVOICES FOR THE FIRM'S SERVICES SHALL BE SUBMITTED, AT THE FIRM'S OPTION, EITHER UPON COMPLETION OF SUCH SERVICES OR ON A MONTHLY BASIS. INVOICES SHALL BE PAYABLE IMMEDIATELY AFTER THE INVOICE DATE. ALL BILLINGS OVER THIRTY (30) DAYS PAST DUE WILL BE SUBJECT TO INTEREST CHARGES OF 2% PER MONTH ON THE UNPAID BALANCE. IN THE EVENT OF SOME OR ALL OF THE ACCOUNT REMAINS UNPAID IN FULL NINETY (90) DAYS AFTER INITIAL BILLING, THE CLIENT SHALL BE RESPONSIBLE FOR ALL COSTS OF COLLECTION INCLUDING REASONABLE ATTORNEY'S FEES.

**THIRD PARTY BENEFICIARIES**

NOTHING CONTAINED IN THIS AGREEMENT SHALL CREATE A CONTRACTUAL RELATIONSHIP WITH OR A CAUSE OF ACTION IN FAVOR OF A THIRD PARTY AGAINST EITHER THE CLIENT OR THE CONSULTANT. THE CONSULTANT'S SERVICES UNDER THIS AGREEMENT ARE BEING PERFORMED SOLELY FOR THE CLIENT'S BENEFIT, AND NO OTHER PARTY OR ENTITY SHALL HAVE ANY CLAIM AGAINST THE CONSULTANT BECAUSE OF THIS AGREEMENT OR THE PERFORMANCE OR NONPERFORMANCE OF SERVICES HEREUNDER. THE CLIENT AND CONSULTANT AGREE TO REQUIRE



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SIMILAR PROVISION IN ALL CONTRACTS WITH CONTRACTORS, SUBCONTRACTORS, SUBCONSULTANTS, VENDORS AND OTHER ENTITIES INVOLVED IN THIS PROJECT TO CARRY OUT THE INTENT OF THIS PROVISION.

**OWNERSHIP OF DOCUMENTS**

ALL DOCUMENTS PRODUCED BY THE FIRM UNDER THIS AGREEMENT SHALL REMAIN THE PROPERTY OF THE FIRM AND MAY NOT BE USED BY THE CLIENT FOR ANY OTHER ENDEAVOUR WITHOUT THE WRITTEN CONSENT OF THE FIRM.

**MEDIATION/NEGOTIATION**

IN ADDITION TO AND PRIOR TO ARBITRATION, THE PARTIES SHALL ENDEAVOUR TO SETTLE DISPUTES BY MEDIATION IN ACCORDANCE WITH THE CONSTRUCTION INDUSTRY MEDIATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION CURRENTLY IN EFFECT UNLESS THE PARTIES MUTUALLY AGREE OTHERWISE. DEMAND FOR MEDIATION SHALL BE FILED IN WRITING WITH THE OTHER PARTY TO THIS AGREEMENT AND WITH THE AMERICAN ARBITRATION ASSOCIATION. A DEMAND FOR MEDIATION SHALL BE MADE WITHIN A REASONABLE TIME AFTER THE CLAIM, DISPUTE OR OTHER MATTER IN QUESTION HAS ARISEN. IN NO EVENT SHALL THE DEMAND FOR MEDIATION BE MADE AFTER THE DATE WHEN INSTITUTION OF LEGAL OR EQUITABLE PROCEEDINGS BASED ON SUCH A CLAIM, DISPUTE OR OTHER MATTER IN QUESTION WOULD BE BARRED BY THE APPLICABLE STATUTE OF LIMITATIONS.

THANK YOU FOR THE OPPORTUNITY TO CREATE A PROPOSAL FOR THIS PROJECT

SINCERELY,